Missoula County Airport Authority Regular Board Meeting

DATE: Tuesday, August 27, 2024

TIME: 1:30 p.m.

PLACE: Johnson Bell Board Room – Airport Terminal

PLEASE NOTE: This meeting will be in a hybrid format.

Members of the public can call in and connect digitally to the meeting using the information below and will have the opportunity to comment prior to any vote of the Board as well as on any item not before the Board at the beginning of the meeting.

Members of the public can submit comments by email to: lfagan@flymissoula.com.

Documents will be available on the airport's website, <u>www.flymissoula.com</u>, by 9 a.m. on the meeting date. Members of the public can view the meeting and documents by joining the meeting from their computer, tablet or smartphone at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 266 456 298 882

Passcode: JtfCxe

Or call in (audio only)

+1 332-249-0710,,857565796# United States, New York City

Phone Conference ID: 857 565 796#

Chair to call the meeting to order.

Advise the Public the meeting is being recorded.

Roll Call

Seating of Alternate Commissioner if needed.

Approval of the Agenda.

- Public Comment.
- Review and approve the minutes of the Regular Board meeting dated July 30, 2024. Pg 3
- Approval of Claims for Payment Will Parnell Pg 12
- Financial Report Will Parnell Pg 15
- Director's Report Brian Ellestad Pg 26
- Legal Report Lynn Fagan
- Committee Updates -

Business Development Committee: No Activity Contract and Lease Committee: No Activity Executive Committee: Met August 27, 2024

Facility and Operations Committee: Met July 30, 2024

Finance Committee: No Activity

General Aviation Committee: No Activity

Legislative Committee: No Activity Marketing Committee: No Activity

Unfinished Business

- Contract with FastSigns for Phase 2 Terminal Construction Tim Damrow Pg 28
- Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services Lynn Fagan Pg 53

New Business

- Western Rentals, Inc. dba Hertz and Thrifty Contract Assignment to Overland West, Inc.
 Lynn Fagan Pg 94
- Allegiant Deice Agreement Andrew Bailey Pg 98
- MOU with Forest Service Lynn Fagan Pg 105
- Lease Agreement with Greg Tabish/Mark Bretz Dan Neuman Pg 109
- Morrison-Maierle Task Order #64 Consulting on Low-Emissions Grants Dan Neuman Pg 131
- Airport Capital Improvement Plan Brian Ellestad Pg 137

Information/Discussion Item(s)

Moss Adams Audit Planning Presentation Pg 140

September Board Meeting – Tuesday, September 24, 2024, 1:30 p.m.

MISSOULA COUNTY AIRPORT AUTHORITY

Regular Board Meeting June 25, 2024

1:30 pm, Johnson Bell Conference Room

THOSE PRESENT

BOARD: Commissioner Larry Anderson – Acting Chair

Commissioner Shane Stack

Commissioner Matthew Doucette via MS Teams

Alternate Commissioner David Bell

STAFF: Director Brian Ellestad

Deputy Director Tim Damrow

Director of Finance and Administration Will Parnell

Legal Counsel Lynn Fagan

Director of Maintenance Nate Cole

Business Development Manager Dan Neuman Ground Handling Manager Andrew Bailey Compliance Officer Jesse Johnson Human Resources Manager Nikki Munro

IT Specialist Dylan O'Leary via MS Teams
Accounting Clerk Brianna Brewer

OTHERS: Gary Matson, Runway 25 Hangars

Shaun Shea, Morrison Maierle Tyler Reed, Morrison Maierle Travis Frey, Martel Construction

Martin Kidston, Missoula Current via MS Teams

Cole Jensen, Martel Construction

David Fleming, TRS Group

Acting Chair Larry Anderson called the meeting to order and advised everyone that the meeting was being recorded.

Legal Counsel Lynn Fagan performed a roll call of Board members, staff members, and members of the public.

Acting Chair Larry Anderson noted that an Alternate Commissioner needed to be seated.

Motion: Commissioner Shane Stack moved to seat Alternate Commissioner David Bell

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

AGENDA

Acting Chair Larry Anderson asked if there were any changes to the agenda. There were none.

Motion: Commissioner Shane Stack moved to approve the agenda.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

PUBLIC COMMENT PERIOD

Acting Chair Larry Anderson asked if there was any public comment on items not on the Board's agenda. There was none.

MINUTES

Acting Chair Larry Anderson asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated June 25, 2024. There were none.

Motion: Alternate Commissioner David Bell moved to approve the minutes of Regular Board Meeting dated June 25, 2024.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

CLAIMS FOR PAYMENT

Director of Finance and Administration Will Parnell presented the Claims for Payment. Starting with project expenses, during the month of June 2024, MCAA incurred approximately \$1.9 million in project expenses. June project expenses will be paid in the next few days and are presented as accounts payable projects on the balance sheet. Of the \$1.9 million in project expenses, approximately \$1.3 million or 70% has been submitted to the FAA for reimbursement. The remaining project expenses will be paid with reserves and debt.

There was a significant payables incurred over the reporting period. Will explained that TIBA Parking, LLC is a new vendor providing parking and access control equipment. The check for \$277,815.50 is 50% of the equipment charges. This was approved by the Board at the regular May 2024 meeting.

Acting Chair Larry Anderson asked if there were any Board questions or public comments regarding the Claims for Payment. There were no questions or comments.

Motion: Commissioner Shane Stack moved to approve the Claims for Payment

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

FINANCIAL REPORT

Director of Finance and Administration Will Parnell presented the Financial Report. As of June 30, 2024, the accounts receivable balance is approximately \$3.5 million. Will noted that parking revenue has increased by approximately \$370,000, or 12%, as compared to the same period last year.

Revenues and expenses are currently 105% and 105% respectively of the annual operating budget.

Acting Chair Larry Anderson asked if there were any Board questions or public comments regarding the Financial Report. There were no questions or comments.

Motion: Alternate Commissioner David Bell moved to approve the Financial Report

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

DIRECTOR'S REPORT

Airport Director Brian Ellestad presented his report to the Board. Brian began by thanking staff for being so responsive after the storm of July 24th. The airport experienced winds up to 81 mph. Multiple fences, ground boarding bridges and numerous signs blew over. One flight diverted to Spokane and arrived the following day and another was rescheduled for the following day. No injuries were sustained. Staff have opened an insurance claim and will provide information to the insurer as it is received.

The month of June ended with an increase of 16.5% more passengers as compared to last June. Staff is expecting double digit growth in July as well. Brian noted that July has been a tough month operationally. In addition to the storm, there was the global IT outage that affected many airlines. Brian praised the ground handling team for its hard work throughout.

Staff submitted MSO's application for a Small Community Air Service grant for year-round service to Chicago. Brian thanked Alternate Commissioner David Bell, Destination Missoula, and Glacier Country, for their assistance on the project. Brian noted that he thinks the application was strong.

Acting Chair Larry Anderson asked if there was any impact on the airport's IT from the global outage. Dylan O'Leary responded the airport was not affected. if there were any Board questions or public comments.

Deputy Director Tim Damrow presented an operational update. Parking has been a challenge but Tim noted that the new vendor, LAZ Parking, is now on site and doing a great job. Staff and LAZ have taken steps to create space in all of the lots. The short-term lot has been rebranded as "Premium" parking, as it is closest to the terminal and rates are \$20 per day in that lot. Long-term is currently \$12 per day. After a month of these changes, the premium lot is at about 50% occupancy, compared to close to 95% previously. Long-term lot is around 80% occupancy and the economy lot is in the 40-50% range. New equipment for the lot will be delivered and installed next month.

Tim also mentioned that June marked the 15-year anniversary of MSO providing ground handling services. Tim noted that there were 10 ground handling employees when we stated and there are over 50 now. Our staff alone have handled over 100,000 passengers this year. Tim also praised the staff for winner the American Customer Cup and generally for their high level of customer support.

Tim then reported that there have been some departmental structural changes. Nate Cole was promoted to Director of Maintenance; to support Nate in that role, AJ Bemrose from the building department and Jake Sol from airfield have been promoted to supervisors.

Acting Chair Larry Anderson thanked staff on behalf of the Board for jumping in and helping during the storm. Larry then asked if there were any questions or comments from the Board or the public. There were no questions or comments.

LEGAL REPORT

Legal Counsel Lynn Fagan presented her report to the Board. Lynn notified the Board of an upcoming training opportunity and stated she would email the information. Lynn then reminded the Board about a Facilities and Operations committee meeting directly after the Board meeting. Staff would update the committee on revisions to the Primary Guiding Documents and discuss a potential lease for a solar farm.

Lynn also stated that staff would be meeting with City Parks and Cory Miller about a potential sale of the Milwaukee railroad right-of-way.

Acting Chair Larry Anderson asked if there were any Board questions or public comments regarding the Legal Report. There were no questions or comments.

COMMITTEE UPDATES

Executive Committee: Met July 30, 2024, to review the Board agenda.

Finance Committee: No Activity
Business Development: No Activity
Contract & Lease Committee: No Activity
Facility & Operations Committee: No Activity

Marketing Committee: No Activity

General Aviation Committee: No Activity Legislative Committee: No Activity

UNFINISHED BUSINESS

Amendment to Lease with L3Harris Technologies, Inc. (formerly Exelis, Inc.)

Legal Counsel Lynn Fagan presented this item. In March 2012, MCAA entered into a Lease Agreement with Exelis Inc. for the placement of equipment in the Air Traffic Control Tower (ATCT). The equipment, an ADS-B radio station site, is an integral part of the FAA national airspace systems. Exelis, Inc. merged with Harris Corporation in 2015 and in 2019, Harris Corporation changed its name to L3Harris Technologies, Inc. This amendment to the lease is to update the name and notice provision and change the renewal terms of the original contract. L3Harris has an agreement with the FAA which concludes at the end of the 2025 federal fiscal year. The new renewal provision allows L3Harris to extend the lease in coordination with FAA contract extensions.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. There were no questions or comments.

Motion: Commissioner Shane Stack moved to approve Amendment to Lease with L3Harris Technologies, Inc.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

NEW BUSINESS

MCAA Resolution No. 2025-01 - Revisions to Employee Policy Manual

Human Resource Manager Nikki Munro presented this item. The MCAA Employee Policy Manual was last updated in December 2019. Nikki stated that she and Legal Counsel Lynn Fagan have both reviewed the manual and are presenting these revisions for your approval. Job titles have been updated throughout the manual to reflect changes in the organization and gender-neutral language has been added. The Military Leave section has been revised to include all requirements of the Montana Military Service Employments Rights Act. A six-month probationary period for part-time employees has been added. The probationary period for full-time employees remains at nine-months.

The Payroll section has been updated to reflect UKG (new HR and payroll software) requirements.

We have also added language regarding eligibility for health insurance and PERS for part-time employees and added information on when employees can buy-out vacation leave.

Acting Chair Larry Anderson asked if there were any Board questions or public comments.

Motion: Alternate Commissioner David Bell moved to adopt MCAA Resolution No. 2025-01 – Resolution Adopting the Missoula County Airport Authority Employee Policy Manual.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Award of RFP for ARFF Vehicle Cleaning Services

Deputy Director Tim Damrow presented this item. Tim explained that for several decades, airports around the country have been required to use FAA approved firefighting foam (AFFF) to suppress fires in airport environments. Recent studies have expressed concern around these foams and associated PFAS contents due to potential environmental impacts. Over the last few years, airports and the military began work to find a replacement to AFFF that meets Federal standards while being environmentally friendly. These new foams, formally called "Fluorine Free Foams" (F3) have recently received FAA approval for use in airport environments, allowing airports to continue to meet Part 139 requirements for firefighting. MSO staff has been following guidance related to foam and is wanting to get ahead of the curve and transition to new F3 foam. This item is for procuring services to clean our vehicles and equipment from AFFF. Staff believe that being in the first group of airports to transition to these products will offer time and cost savings. To complete the transition to F3 foam, ARFF vehicles need to be cleaned of the current AFFF before being switched over to F3 foam. Current federal guidance recommends a single water rinse to flush the system but many airports, MSO included, believe this to be insufficient to fully decontaminate the vehicle. Staff published an RFP seeking firms to clean, treat and dispose of all existing AFFF in ARFF vehicles and bulk concentrate. MSO received one response from the TRS Group which offers a full-service solution to clean and dispose of all remaining AFFF on-site. TRS utilizes a proprietary treatment process to clean AFFF from contaminated vehicles with greater effectiveness and reduced waste. This purchase will be submitted for reimbursement under a grant program enabled from the FAA Reauthorization Act of 2024.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. Commissioner Shane Stack asked if all three of the ARFF trucks currently have the foam in them. Tim responded that they do and explained that the trucks have a water tank and a separate foam

tank. Tim also explained that staff had reached out to Seattle airport's environmental department and they have been very helpful in providing assistance with this process. They issued an RFP prior to ours and TRS Group is actually on site there now. Seattle staff spoke very highly of the process. We are hopeful that following the same process will facilitate our ability to obtain reimbursement on upcoming FAA grants.

Board member discussion ensued regarding the process and procedure.

Motion: Commissioner Shane Stack moved to award the RFP for ARFF Vehicle Cleaning Services to the TRS Group.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

Purchase of F3 Firefighting Foam

Deputy Director Tim Damrow presented this item, which follows along with the previous item. Staff is requesting approval to purchase the new F3 foam to be used in the ARFF vehicles after the cleaning process is completed. Staff obtained bids and received a low bid for Solberg foam provided through L.N. Curtis. Tim stated that this purchase will also hopefully be reimbursable from a grant in the future.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. Commissioner Shane Stack asked how much foam would be purchased. Tim responded that the amount purchased is enough to fill all three trucks with enough extra to cover one truck.

Motion: Commissioner Shane Stack moved to approve the purchase of Solberg firefighting foam from LN Curtis in the amount not to exceed \$42,485.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

Purchase of Cameras for Public Safety

Deputy Director Tim Damrow presented this item. Tim explained that we have brought on two new Public Safety Officers and therefore need to purchase body cameras for them. Our officers currently wear Motorola body-worn cameras while on police duty. Each officer has a camera issued to them. The police vehicles are also outfitted with an in-car camera system. The footage from these cameras can be used as evidence and a training resource for various situations. The new cameras staff is requesting authorization to purchase would be from Axon. They come with updated technology and work off a cloud-based system where the old system runs off a local server. Axon cameras would also sync with the officer's department issued tasers. Staff would like to try the Axon system in tandem with the Motorola cameras to determine which performs better.

This purchase would be for 3 new body-worn cameras and 1 in-car system. MCAA currently has a new patrol vehicle on order which would need an in-car camera system. The 3rd body-worn camera would be a spare in the event one of the other cameras experiences an issue. The total Sourcewell purchase price for all cameras is \$28,455.80. Payments will be made over a 5-year period with the annual payment of \$5,691.16.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. There were no questions.

Motion: Alternate Commissioner David Bell moved to approve the purchase of AXON cameras in the amount not to exceed \$28,455.80.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

FAA Entitlement Transfer

Airport Director Brian Ellestad presented this item. It is common practice in the Northwest Mountain Region for airport sponsors to help each other balance their surplus or shortfall of entitlement funds. Typically, this is done when additional funds are needed to complete a project. In the past 5 years the Missoula Montana Airport has transferred funds to/from the Butte Airport, West Yellowstone Airport and Deer Lodge Airport. With the FAA requesting that MSO accelerate design and construction for the rehabilitation of RW 12-30, additional federal funds are needed for design efforts in this fiscal year. The West Yellowstone, Circle, Montana, and Billings-Logan Airports have excess entitlement funds available in FY-24 that can be transferred to us to fund design. The FAA has asked if we can accept the additional entitlement funds for FY-24 and return the same funds to the airports in FY-25.

We are requesting approval to accept \$114,361 in entitlements from West Yellowstone Airport, \$150,000 from Circle, and \$562,842 in entitlements from the Billings-Logan Airport. In turn, we are requesting approval to return the same funds from next year's entitlements to each airport. By doing this, we are simply moving federal funds programmed for next year on the runway project into this fiscal year. There is no detrimental impact on our finances, in fact, moving these federal funds forward will improve cash flow for the runway project.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. There were none.

Motion: Commissioner Shane Stack moved to accept the entitlement transfer from West Yellowstone Airport in the amount of \$114,361, from Billings-Logan Airport in the amount of \$562,842, and the Circle, Montana Airport for \$150,000 with the reciprocal agreement to return said funds to each airport in the next fiscal year.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

FAA AIP 90 Grant Acceptance

Airport Director Brian Ellestad presented this item. The FAA is planning to extend a grant offer for the design of the Runway 12-30 rehabilitation project in the amount of \$768,600 in the next week. Because of the requirement to post public notices of Board meetings at least 48 hours in advance, staff determined that it was prudent to request the Board pre-authorize the Airport Director to accept the grant offer. This grant will be for a total of \$854,000. It requires a 10% local match of \$85,400.

Acting Chair Larry Anderson asked if there were any Board questions or public comments.

There were no other questions.

Motion: Alternate Commissioner David Bell moved to pre-authorize the Airport Director to accept upcoming FAA grant AIP-090 for fiscal year 2024.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Purchase of Two Snow Removal Vehicles

Director of Maintenance Nate Cole presented this item. Staff would like purchase two new MB-5C high speed runway broom/plow combination units. The units will have a 24' plow, and a 22' broom, with high-speed air blast. Sourcewell cooperative purchasing would be utilized. The airport would like to use these new units to replace 2-2005 Osh Kosh trucks with tow-behind MB brooms.

Acting Chair Larry Anderson asked if there were any Board questions or public comments. Commissioner Shane Stack asked if the old brooms would be auctioned off or kept. Nate responded that his preference would be to keep them both for the first year and then keep the one in the best condition for a spare.

Motion: Commissioner Shane Stack moved to approve the purchase of the 2-MB 5C High Speed runway brooms with plows.

Second: Alternate Commissioner David Bell

Vote: Motion Passed Unanimously

Ground Handling Employee Bonus

Ground Handling Manager Andrew Bailey presented this item. The Ground Handling Department is facing significant challenges this summer. Unlike previous peak seasons, this year has presented numerous operational difficulties, including increased flight operations, mechanical and weather delays, computer outages, gate congestion, and high staff turnover and attendance issues occurring almost daily. Despite these challenges, Ground Handling employees have continued to work safely, provide excellent customer service, and manage the operational demands effectively. Andrew noted that staff has operated 425 flights during this time period.

To recognize their hard work, staff is proposing a 'Summer 2024' Performance Incentive program for the Ground Handling staff. Reward amounts and eligibility will be based on employment duration from June 1st, 2024, to August 18th, 2024; average weekly hours worked; attendance; job classification; training compliance; and demonstration of exceptional teamwork. If deemed eligible by Airport management, Individual rewards will range from \$250 to \$1200, with the total payout not to exceed \$25K, to be finalized after August 18th, 2024.

Acting Chair Larry Anderson praised the ground Handling staff and all the work they do, operating in all kinds of weather and different situations that come up. Larry asked if there were any other Board questions or public comments. There were none.

Motion: Alternate Commissioner David Bell moved to approve reward payouts for Ground Handling Staff in recognition of their exceptional performance during the challenging Summer 2024 operations.

Second: Commissioner Shane Stack

Vote: Motion Passed Unanimously

Information/Discussion Item(s)

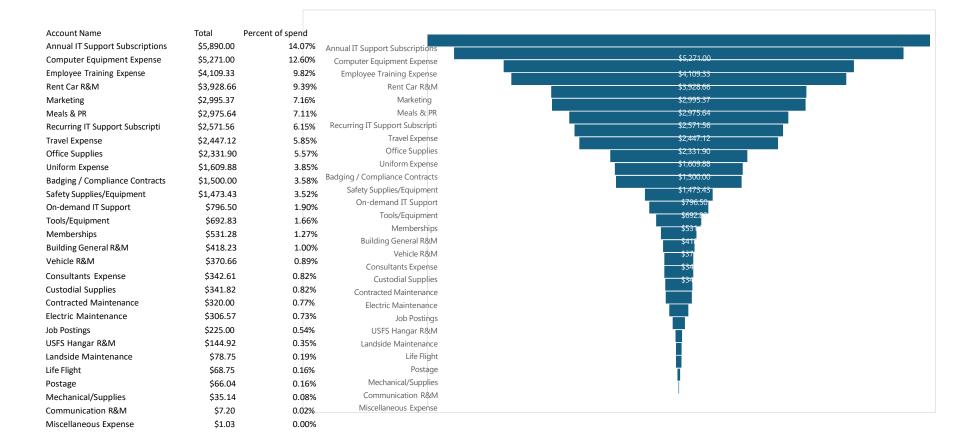
Acting Chair Larry Anderson noted that the next Board meeting will be in the same hybrid format on August 27, 2024, at 1:30 p.m.

Meeting Adjourned.

Row Labels	Sι	ım of Debit
Airfield Maintenance	\$	404.96
ATCT R&M	\$	544.27
Badging Expenses	\$	495.33
Building General R&M	\$	6,323.72
Construction in Progress	\$	103,750.00
Consultants Expense	\$	8,000.00
Contracted Maintenance	\$	7,208.59
Custodial Services	\$	37,750.00
Custodial Supplies	\$	7,485.67
Disposal Expense	\$	2,970.58
East Concourse 3 Design	\$	4,000.00
Electric Maintenance	\$	300.62
Electricity/Gas Expense	\$	28,618.55
Employee Training Expense	\$	1,500.00
GASB 96 Long-term Subscription	\$	2,223.67
Jet Bridge R&M	\$	29.10
Landscaping Expense	\$	301.91
Legal Services	\$	681.25
Marketing	\$	11,150.00
Office Supplies	\$	826.45
Petroleum Products Expense	\$	6,729.15
Phone Charges	\$	1,009.00
Pre-Paid Expenses	\$	74,909.84
Recurring IT Support Subscripti	\$	125.00
Rent Car R&M	\$	1,750.41
Rental Car Fuel	\$	41,450.69
Safety Supplies/Equipment	\$	2,421.70
Sewer Expense	\$	1,579.05
Tools/Equipment	\$	11,066.79
TPA – EE benefits and Payroll	\$	2,970.00
Uniform Expense	\$	295.98
USFS Hangar R&M	\$	808.75
Vehicle R&M	\$	1,928.19
Vehicles	\$	22,604.30
Water Expense	\$	6,878.04
Grand Total	\$	401,091.56

Row Labels	Sum of Debit	
A & I Distributors	\$ 706.80	
AAAE	\$ 6,900.00	
AIR FILTER SUPERSTORE	\$ 8,010.73	
Amadeus	\$ 2,223.67	
APPLIED INDUSTRIAL TECH	\$ 144.27	
Big Sky Kubota, LLC	\$ 22,604.30	
CHINIKAYLO, YURIY	\$ 179.99	
CHS MOUNTAIN WEST CO-OP	\$ 47,420.04	
City of Missoula	\$ 8,457.09	
CULLIGAN	\$ 158.00	
CURTIS	\$ 2,142.40	
DEVLIN, RYAN	\$ 1,200.00	
ENERGY WEST	\$ 2,318.80	
GRAINGER	\$ 1,758.26	
GreatAmerica Financial Services	\$ 209.00	
GRIZZLY DISPOSAL	\$ 280.00	
HILLYARD INC	\$ 8,083.02	
INFAX, INC.	\$ 9,390.00	
INLAND TRUCK PARTS	\$ 9,390.00	
IRIS COMPANIES	\$ 495.33	
(ONE		
LIFE-ASSIST INC	\$ 2,421.70	*Now Vandar 2024 Mantana Bandariana Bandariana
Logan International Airport		*New Vendor - 2024 Montana Rendezvous Registra
MACON SUPPLY, INC.	\$ 85.00	
Miller Roofing Inc	\$ 105,770.00	
Montana Pest Solutions	\$ 1,060.00	
MORRISON-MAIERLE SYSTEMS	\$ 125.00	
MOUNTAIN SUPPLY	\$ 3,844.55	
MSLA TEXTILE, INC	\$ 601.77	
MUNICIPAL EMERGENCY SERVICES	\$ 2,071.19	
/URDOCHS	\$ 762.50	
APA	\$ 615.93	
NORCO INDUSTRIAL	\$ 114.30	
NORTHWESTERN ENERGY	\$ 26,299.75	
OFFICE SOLUTIONS & SERVICES	\$ 128.45	
PLATT ELECTRIC	\$ 288.75	
QUOTIENT GROUP	\$ 10,550.00	
REPUBLIC SERVICES	\$ 2,690.58	
REYNOLDS RADIATOR	\$ 600.00	*New Vendor - Maintenance on radiator
Rhoades IP	\$ 681.25	*New Vendor - Professional services for Trademark
RISING FAST v	\$ 37,750.00	
ROGERS MACHINERY	\$ 314.73	
ROOD & ASSOCIATES	\$ 4,000.00	
SCHINDLER ELEVATOR CORP	\$ 9,357.83	
SWEET PEA SEWER	\$ 465.00	
THOMAS PLUMBING	\$ 280.72	
FIRE RAMA	\$ 204.88	
TRINITY TACTICAL CONSULTING, LLC		*New Vendor - Quick Reaction Fore Basic Course for
JKG	\$ 7,095.01	
VEOCI	\$ 45,137.00	
	\$ 1,009.00	
/ERIZON	7 1,000.00	
	\$ 2 497 50	
IDTRONIX TICKET & LABEL LLC	\$ 2,497.50	
/IDTRONIX TICKET & LABEL LLC /W ICE INC	\$ 540.00	
VERIZON VIDTRONIX TICKET & LABEL LLC VW ICE INC WESTERN STATES EQUIP WINDFALL	1	

^{*}NEW Vendors Logan International Airport Reynolds Radiator Rhoades IP Trinity Tactical Consulting



Financial Report Narrative for July 2024

The board packet includes the comparative balance sheet, profit and loss comparison, profit and loss budget performance, operating revenues and operating expenses as a % of gross and as compared to prior period, cash flow statement, and the long-term debt roll forward.

Balance Sheet

As of July 30, accounts receivable consisted of the following:

Trade	\$ 1,849,829
Advertising	34,903
Ground Handling	306,570
Grants	1,586,735
Advance Contract Refund	 50,842
	\$ 3,828,879

Profit & Loss, and/or Other Similar Schedules Noted Variances

- Parking revenue has increased by approximately 153K or 85% as compared to the same period last year. The increase is primarily related to a change in billing terms as MSO selected a new parking vendor effective July 1, 2024. The previous billing terms required a tiered remittance approach based on gross receipts. For comparison purposes, by eliminating terms or making equal, parking gross revenue increased by \$74K as compared to the same period last year.
- Rental car revenue has increased by approximately 135K or 30% as compared to the same period last year. The change is a result of increased demand and inventory.
- Supplies and materials expenses have increased by approximately \$72K or 125% as compared to the same period last year. The increase is primarily related to rental car fuel. The expense is recorded as rental car fuel on the P&L and categorized as supplies and materials.

Revenue and Expenses as a % of the Annual Budget Revenues and expenses are currently 14% and 16% of the annual operating budget, respectively.

Long-term Debt

MCAA paid approximately 136K in principal during the month of July.

Missoula County Airport Authority Balance Sheet Prev Year Comparison As of July 31, 2024

	Jul 31, 24	Jul 31, 23
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	4,712,796.30	4,472,019.72
10511 · Project Checking Acct	5,000.00	5,000.00
10550 · USFS Account	160,371.91	290,073.24
10560 · Debt Service Account	331.74	90,255.59
10580 · CFC Account	321,782.60	321,439.04
10590 · STIP Terminal Reserve	25,243.71	23,918.72
10600 · STIP	916,651.03	763,539.72
10604 · Money Market Accounts	1,455,382.10	1,260,732.57
10700 · Payroll Checking	23,866.24	-14,341.04
1071 · Bill.com Money In Clearing	113,723.69	0.00
10710 · Flex - FIB	4,497.85	11,422.79
1072 · Bill.com Money Out Clearing	-2,897.70	0.00
10750 · PFC Cash at US BANK	1,215,339.71	2,545,412.76
Total Checking/Savings	8,952,389.18	9,769,773.11
Accounts Receivable		
10800 · Accounts Receivable	3,828,878.86	5,373,106.98
Total Accounts Receivable	3,828,878.86	5,373,106.98
Other Current Assets	• •	
10900 · AvSec Fingerprinting Account	1,497.75	1,886.25
11200 · Grants Receivable	0.00	65,328.55
11500 · Pre-Paid Expenses	153,806.37	132,313.00
11600 · Prepaid Insurance	9,635.08	208,551.75
11700 · Concession Contract Receivable	0.00	729,998.00
11810 · ST Lease Recble GASB 87	1,590,049.01	1,541,162.16
11820 · Interest Recble GASB 87	9,696.62	16,118.13
12000 · Undeposited Funds	0.00	2,930.00
26200 · Faber Loan	100,000.00	100,000.00
Total Other Current Assets	1,864,684.83	2,798,287.84
Total Current Assets	14,645,952.87	17,941,167.93
Fixed Assets		
13000 · Land	11,617,234.48	11,617,234.48
13100 · Land Improvements	16,368,644.98	16,368,644.98
13200 · Buildings- Terminal	69,087,568.09	69,001,525.97
13300 · Buildings- Ops & Fire	6,184,039.07	6,184,039.07
13450 · Buildings - Other	11,643,143.81	11,384,401.81
13500 · Runways/Taxiways/Apron	80,355,144.98	70,927,696.30
13600 · Lighting/ Security System	4,002,233.31	4,002,233.31
13700 · Sewage System	298,102.06	298,102.06
13900 · ATCT	6,513,529.80	6,513,529.80
14000 · Equipment	3,762,686.70	3,452,539.56
14100 · Furniture & Fixtures	1,591,801.03	1,591,801.03
14300 · Vehicles	7,736,133.08	7,756,448.96
14400 · Studies	1,925,406.96	1,925,406.96
14500 · Allowance for Depreciation	-103,729,773.35	-95,820,857.87
19400 · Construction in Progress	37,068,596.92	19,685,736.69
Total Fixed Assets	154,424,491.92	134,888,483.11
Other Assets	, ,	, ,
11830 · LT Lease Recble GASB 87	737,143.17	2,327,192.18
11840 · A/R Retainage Long-Term	0.00	195,803.97
19610 · Deferred Pension Outflows	996,961.15	738,295.60
19800 · LT Loan - Faber	692,205.75	791,946.99
19901 · GASB 96 Subscription Asset(s)	367,183.34	219,503.60
Total Other Assets	2,793,493.41	4,272,742.34
TOTAL ASSETS	171,863,938.20	157,102,393.38
	1,1,000,000,000,000	

Missoula County Airport Authority Balance Sheet Prev Year Comparison As of July 31, 2024

	Jul 31, 24	Jul 31, 23
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	206,558.65	776,598.76
20505 · Accounts Payable- Projects	3,638,341.51	4,442,790.21
Total Accounts Payable	3,844,900.16	5,219,388.97
Credit Cards	16,177.69	0.00
Other Current Liabilities		
20800 · Current Portion of L/T Debt	548,541.91	535,905.68
20805 · GASB 96 Short-term Subscription	70,730.08	20,856.12
20810 · GASB 96 Accrued Interest Liab.	6,226.79	5,343.14
20900 · Fed W/h Payable	341.30	0.00
21130 · Misc Deductions Payable	-184.32	-184.32
21300 · Valic Payable	-100.00	-100.00
21600 · Accrued Vacation/Sick Payable	578,816.35	533,644.81
21930 · FSB Notes Interest Payable	85,327.78	65,821.67
22140 · Advertising Deferred Revenue	27,500.00	27,500.00
24000 · Payroll Liabilities	84,699.20	-5,012.11
Total Other Current Liabilities	1,401,899.09	1,183,774.99
Total Current Liabilities	5,262,976.94	6,403,163.96
Long Term Liabilities		
20502 · 2022 Note	10,871,279.74	2,575,279.74
25030 · 2019 Note A	13,316,800.00	15,316,800.00
25035 · 2019 Note B	2,781,778.88	3,317,629.36
25600 · Current Portion L/T Debt 2019B	-548,541.91	-535,905.68
25700 · Deferred Concession Contract	0.00	729,998.00
25805 · A/P Retainage Long-Term	1,306,896.17	650,312.04
25809 · GASB 96 Long-term Subscription	181,724.51	71,261.01
26010 · Pension Liability sum	4,389,168.00	3,772,163.00
26110 · Deferred Pension Inflows	197,665.00	358,401.00
26300 · Dererred Lease Inflow GASB 87	2,125,301.62	3,616,418.14
Total Long Term Liabilities	34,622,072.01	29,872,356.61
Total Liabilities	39,885,048.95	36,275,520.57
Equity	131,978,889.25	120,826,872.81
TOTAL LIABILITIES & EQUITY	<u>171,863,938.20</u>	<u>157,102,393.38</u>

Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2024

	Jul 24	Jul 23
Ordinary Income/Expense		
Income		
30100 · Signatory Landing Fees	79,668	67,450
30200 · Non Sig Landing Fees	42,592	38,024
30210 · Cargo Landing Fees	5,924	5,605
30300 · Non-Based Landing Fees	26,762	7,092
30400 · Signatory Rent	41,876	40,607
30420 · Non-Sig Use Fees	58,410	51,139
30430 · Signatory Use Fee	94,226	81,279
30507 · Advertising Income	19,083	19,143
30509 · Ground Handling	142,032	118,278
30600 · FBO Rentals	22,291	22,414
30800 · Fuel Flowage Fees	19,497	22,578
30900 · Fuel Farm Leases	380	369
31000 · Coffee Concession	1,220	707
31100 · Restaurant	27,105	22,803
31110 · Liquor Concessions	19,259	16,286
31300 · Rental Car %	552,754	419,894
31400 · Rent Car Rent	15,180	15,180
31600 · Rent Car Fuel	44,909	0
31900 · USFS Hangar Rent	20,810	20,787
32100 · Gift Shop Faber	48,914	43,962
32200 · Travel Agency	439	439
32400 · Parking Lot	332,848	179,849
32800 · Ag Land Leases	2,997	2,997
32900 · Non-Aeronautical Ground Rent	30,893	29,657
32910 · Aeronautical Ground Rent	15,321	14,936
33000 · Vending	5,359	3,548
33800 · Off Airport Rent Cars	13,955	11,946
34000 · Utilities Reimbursement	3,089	2,611
34200 · Miscellaneous Income	27,912	2,857
34300 · Ground Transport	38,742	40,728
42700 · Drain Pumping Fee	260	260
81402 · TSA LEO Reimbursement	0	9,145
81403 · TSA Checkpoint OTA	1,232	1,232
85100 · Badging Fees Collected	105	65
Total Income	1,756,044	1,313,867
Gross Profit	1,756,044	1,313,867

Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2024

	Jul 24	Jul 23
Expense		
40100 · Wages	260,299	264,239
40330 · Overtime Wages	11,052	7,779
40600 · Fringe Benefits Expense	100,646	103,288
40800 · Legal Services	0	107
41200 · Insurance Expense	876	18,959
41300 · Accounting Expense	985	0
41400 · Phone Charges	3,382	3,372
41800 · Communication R&M	225	1,563
42000 · Office Supplies	3,457	3,424
42100 · Computer Equipment Expense	5,271	2,355
42200 · Electricity/Gas Expense	36,590	34,711
42400 · Water Expense	8,711	6,942
42500 · Sewer Expense	1,917	3,925
42600 · Disposal Expense	3,396	5,777
42800 · Disposal-Industrial	523	0
43000 · Petroleum Products Expense	5,882	5,828
43400 · Vehicle R&M	5,327	14,564
	·	2,946
43800 · Tools/Equipment	4,229 64	340
44000 · Landscaping Expense		
44100 · Custodial Services	40,445	39,610
44200 · Contracted Maintenance	10,377	22,871
44302 · Jet Bridge R&M	41	686
44400 · Electric Maintenance	1,493	29
44600 · Plumbing Expense	194	0
44800 · Mechanical/Supplies	120	1,118
45000 · Building General R&M	2,749	443
45104 · Rent Car R&M	5,354	6,361
45105 · ATCT R&M	543	0
45106 · USFS Hangar R&M	145	3,092
45107 · BHS Parts and MX	0	4,245
45203 · Airfield Maintenance	320	654
45400 · Landside Maintenance	264	383
45600 · Airfield Lighting R&M	449	562
46000 · Custodial Supplies	9,303	4,646
46400 · Uniform Expense	3,271	1,338
46600 · Employee Training Expense	4,424	2,430
46800 · Travel Expense	3,155	1,724
47000 · Memberships	1,714	390
47200 · Safety Supplies/Equipment	1,473	1,641
47400 · Meals & PR	2,976	1,157
47501 · Marketing	20,995	5,984
47600 · Consultants Expense	1,463	252
47605 · Landing Fee Commission Expense	2,388	1,418
47707 · Display Expenses	0	998
49203 · Badging / Compliance Contracts	2,075	0
49205 · Annual IT Support Subscriptions	9,651	0
49206 · On-demand IT Support	797	0
49207 · Recurring IT Support Subscripti	2,697	0
49208 · Rental Car Fuel	77,860	0
66900 · Reconciliation Discrepancies	585	0
80600 · Miscellaneous Expense	99	0
80611 · BANK Charges	84	159
80650 · Finance Charges	66	0
Total Expense	660,402	582,310
. Jan - repaired	1,095,642	302,310

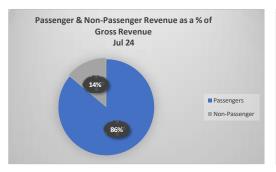
Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2024

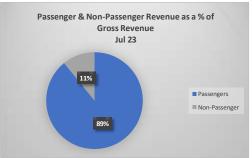
	Jul 24	Jul 23
Other Income/Expense		
Other Income		
31500 · CFCs	215,604	135,872
70200 · Interest Income-Unrestricted	7,751	6,332
70400 · Project Restricted Interest	35	63
89010 · Federal Programs		
89000 · Airport Improvement Grants	1,060,130	3,749,628
89500 · PFC Contributions	1,623	303
Total 89010 · Federal Programs	1,061,753	3,749,931
Total Other Income	1,285,143	3,892,198
Other Expense		
80140 · Note 2019A Interest Expense	44,530	51,473
80145 · Note 2019 B Interest Expense	7,132	8,506
80150 · Note 2022 Interest Expense	36,237	8,414
80300 · Depreciation	670,467	658,609
Total Other Expense	758,366	727,002
Net Other Income	526,777	3,165,196
Net Income	1,622,419	3,896,753

	Jul 24	Budget	Jul 24	YTD Budget	Annual Budget	
Ordinary Income/Expense						
Income						
30100 · Signatory Landing Fees	79,668	70,890	79,668	70,890	649,346	12%
30200 · Non Sig Landing Fees	42,592	45,354	42,592	45,354	274,281	16%
30210 · Cargo Landing Fees	5,924	4,392	5,924	4,392	53,736	11%
30220 · Charter Landing Fees	0	0	0	0	0	
30300 · Non-Based Landing Fees	26,762	8,721	26,762	8,721	187,849	14%
30400 · Signatory Rent	41,876	41,876	41,876	41,876	502,512	8%
30410 · Non-Sig Turn Fees	0	0	0	0	0	
30420 · Non-Sig Use Fees	58,410	65,242	58,410	65,242	363,852	16%
30430 · Signatory Use Fee	94,226	86,271	94,226	86,271	759,424	12%
30507 · Advertising Income	19,083	17,153	19,083	17,153	225,000	8%
30509 · Ground Handling	142,032	156,551	142,032	156,551	1,060,001	13%
30600 · FBO Rentals	22,291	23,500	22,291	23,500	274,998	8%
30800 · Fuel Flowage Fees	19,497	21,800	19,497	21,800	105,001	19%
30900 · Fuel Farm Leases	380	375	380	375	4,500	8%
31000 · Coffee Concession	1,220	702	1,220	702	11,250	11%
31100 · Restaurant	27,105	20,237	27,105	20,237	150,002	18%
31110 · Liquor Concessions	19,259	17,032	19,259	17,032	150,000	13%
31300 · Rental Car %	552,754	411,744	552,754	411,744	2,100,000	26%
31400 · Rent Car Rent	15,180	13,750	15,180	13,750	165,000	9%
31600 · Rent Car Fuel	44,909	53,597	44,909	53,597	358,030	13%
31900 · USFS Hangar Rent	20,810	21,252	20,810	21,252	255,024	8%
32100 · Gift Shop Faber	48,914	46,249	48,914	46,249	325,001	15%
32200 · Travel Agency	439	0	439	0	0	
32400 · Parking Lot	332,848	193,502	332,848	193,502	3,600,001	9%
32800 · Ag Land Leases	2,997	3,083	2,997	3,083	36,996	8%
32900 · Non-Aeronautical Ground Rent	30,893	29,600	30,893	29,600	355,200	9%
32910 · Aeronautical Ground Rent	15,321	15,256	15,321	15,256	109,999	14%
33000 · Vending	5,359	1,943	5,359	1,943	15,999	33%
33800 · Off Airport Rent Cars	13,955	12,726	13,955	12,726	40,001	35%
34000 · Utilities Reimbursement	3,089	3,199	3,089	3,199	35,005	9%
34200 · Miscellaneous Income	27,912	2,423	27,912	2,423	40,001	70%
34300 · Ground Transport	38,742	42,159	38,742	42,159	175,000	22%
34500 · Glycol Disposal	0	0	0	0	15,000	0%
42700 · Drain Pumping Fee	260	260	260	260	3,120	8%
81402 · TSA LEO Reimbursement	0	0	0	0	0	
81403 · TSA Checkpoint OTA	1,232	1,250	1,232	1,250	15,000	8%
85100 · Badging Fees Collected	105	6(105	<u> </u>	15,000	1%
Total Income	1,756,044	1,432,149	1,756,044	1,432,149	12,431,129	14%
Gross Profit	1,756,044	1,432,149	1,756,044	1,432,149	12,431,129	

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Evnança	<u>Jul 24</u>	Budget	Jul 24	YTD Budget	Annual Budget	
Expense 40100 · Wages	260,299	268,034	260,299	268,034	4,129,178	6%
40330 · Overtime Wages	11,052	9,064	11,052	9,064	90,000	12%
40600 · Fringe Benefits Expense	100,646	130,104	100,646	130,104	1,710,519	6%
40800 · Legal Services	0	140	0	140	29,999	0%
41200 · Insurance Expense	876	24,853	876	24,853	300,000	0%
41300 · Accounting Expense	985	0	985	0	83,951	1%
41400 · Phone Charges	3,382	3,486	3,382	3,486	45,499	7%
41600 · Phone R&M	0	0	0	0	0	
41800 · Communication R&M	225	2,145	225	2,145	21,395	1%
42000 · Office Supplies	3,457	2,570	3,457	2,570	36,449	9%
42100 · Computer Equipment Expense	5,271	706	5,271	706	38,952	14%
42200 · Electricity/Gas Expense	36,590	36,855	36,590	36,855	614,999	6%
42400 · Water Expense	8,711	7,957	8,711	7,957	72,001	12%
42500 · Sewer Expense	1,917	5,943	1,917	5,943	43,990	4%
42600 · Disposal Expense	3,396	5,920	3,396	5,920	39,999	8%
42800 · Disposal-Industrial	523	0	523	0	6,476	8%
43000 · Petroleum Products Expense	5,882	7,453	5,882	7,453	115,212	5%
43400 · Vehicle R&M	5,327	17,048	5,327	17,048	106,264	5%
43600 · Equipment Rental	0	0	0	0	2,625	0%
43800 · Tools/Equipment	4,229	3,867	4,229	3,867	79,863	5% 0%
44000 · Landscaping Expense	64 40 445	187 41 775	64 40 445	187 41 775	12,924	0% 8%
44100 · Custodial Services	40,445	41,775	40,445	41,775	530,000	6%
44200 · Contracted Maintenance 44302 · Jet Bridge R&M	10,377 41	13,325 1,854	10,377 41	13,325 1,854	168,317 17,501	0%
44400 · Electric Maintenance	1,493	39	1,493	39	12,000	12%
44600 · Plumbing Expense	194	0	194	0	11,999	2%
44800 · Mechanical/Supplies	120	2,347	120	2,347	25,000	0%
45000 · Building General R&M	2,749	194	2,749	194	24,999	11%
45104 · Rent Car R&M	5,354	1,579	5,354	1,579	14,998	36%
45105 · ATCT R&M	543	0	543	0	5,000	11%
45106 · USFS Hangar R&M	145	1,150	145	1,150	5,001	3%
45107 · BHS Parts and MX	0	4,731	0	4,731	75,000	0%
45203 · Airfield Maintenance	320	548	320	548	58,885	1%
45400 · Landside Maintenance	264	139	264	139	29,000	1%
45600 · Airfield Lighting R&M	449	377	449	377	15,900	3%
45703 · Fog Abatement	0	0	0	0	3,240	0%
45800 · Snow & Ice Removal	0	0	0	0	282,079	0%
46000 · Custodial Supplies	9,303	3,238	9,303	3,238	70,002	13%
46400 · Uniform Expense	3,271	1,819	3,271	1,819	59,580	5%
46600 · Employee Training Expense	4,424	3,871	4,424	3,871	128,843	3%
46800 · Travel Expense	3,155	1,984	3,155	1,984	146,003	2%
47000 · Memberships	1,714	473	1,714	473	43,196	4% 2%
47200 · Safety Supplies/Equipment	1,473 0	1,977 667	1,473 0	1,977 667	44,172 8 004	3% 0%
47303 · Wildlife Mitigation 47400 · Meals & PR	2,976	1,277	2,976	1,277	8,004 38,303	8%
47400 · Meals & PK 47501 · Marketing	2,976	1,277 8,813	2,976 20,995	1,277 8,813	300,001	7%
47600 · Consultants Expense	20,993 1,463	897	20,995 1,463	897	123,449	1%
47605 · Landing Fee Commission Expense	2,388	1,625	2,388	1,625	34,998	7%
47707 · Display Expenses	2,388	170	2,388	170	2,500	0%
47717 · VIC Expenses	0	125	0	125	1,500	0%
49202 · Badging Expenses	0	433	0	433	5,196	0%
49203 · Badging / Compliance Contracts	2,075	2,150	2,075	2,150	25,800	8%
49204 · Employee Screening	0	4,167	0	4,167	50,004	0%
49205 · Annual IT Support Subscriptions	9,651	3,833	9,651	3,833	45,996	21%
49206 · On-demand IT Support	797	4,167	797	4,167	50,004	2%
49207 · Recurring IT Support Subscripti	2,697	3,229	2,697	3,229	38,748	7%
49208 · Rental Car Fuel	77,860	51,277	77,860	51,277	350,310	22%
49209 · ISS CCURE/accesscontrol/camera	0	4,583	0	4,583	54,996	0%
66900 · Reconciliation Discrepancies	585		585			
80600 · Miscellaneous Expense	99	0	99	0	602	16%
80611 · BANK Charges	84	805	84	805	2,999	3%
80625 · TPA – EE benefits and Payroll	0	2,458	0	2,458	29,496	0%
80650 · Finance Charges						
60050 · Finance Charges	66		66			
Total Expense	660,402	698,428	660,402	698,428	10,513,916	6%
<u> </u>		698,428 733,721 733,721		698,428 733,721 733,721	10.513.916 1,917,213 1,917,213	6%

								Jul-24	Jul-23	
	-	Jul-24		Jul-23	-	\$ DIFF.	% DIFF.	% of Gross	% of Gross	Change
Passenger Airline Aeronautical Revenue:										
Passenger airline landing fees (signatory & non-signatory), net air incentives	Ś	122,259	\$	105,474	\$	16,786	16%	7%	8%	-1%
Terminal arrival fees, rents and utilities, net air incentives	Ą	194,512	Ą	173,025	Ļ	21,487	12%	11%	13%	-2%
Total		316,771	_	278,499		38,272	14%	18%	21%	-3%
No. Possesson Assessor Mad. Possesson										
Non-Passenger Aeronautical Revenue: Landing Fees from Cargo		5,924		5,605		319	6%	0%	0%	0%
Landing Fees GA, Military & USFS		26,762		7.092		19,669	277%	2%	1%	1%
FBO revenue; contract or sponsor-operated		22,671		22,783		(112)	0%	1%	2%	0%
Cargo and hangar rentals (USFS hanger & aeronautical ground rent)		36,132		22,783 35,727		(112) 405	1%	1% 2%	3%	-1%
Fuel sales and fuel flowage fees		64,406		22,578		41,829	185%	4%	2%	2%
Security Reimbursements from Fed govt.		1,232		10,377		(9,145)	-88%	0%	1%	-1%
Other non-passenger operating revenue (ground handling)		142,032		118,278		23,754	20%	8%	9%	-1%
Total		299,159		222,440		76,719	34%	17%	17%	0%
Non-Aeronautical Revenue:										
Land and non-terminal facility leases and revenues		22.222		22.554		4.005	***	201	201	401
(ag lease & non-aeronautical ground rent)		33,889		32,654		1,235	4%	2%	2%	-1%
Terminal-food and beverage		47,584		39,795		7,789	20%	3%	3%	0%
Terminal-retail stores & duty free		48,914		43,962		4,952	11%	3%	3%	-1%
Terminal-services and other (advertising, vending, other)		24,881		23,130		1,751	8%	1%	2%	0%
Rental cars-excludes customer facility charges		581,889		447,020		134,870	30%	33%	34%	-1%
Parking Other (With a second in a hadring tilling as in horses at health		332,848		179,849		152,999	85%	19%	14%	5%
Other (flight crew parking, badging, utilities reimbursement, other)		31,366 38,742		5,790 40,728		25,576 (1,985)	442% -5%	2% 2%	0% 3%	1%
Ground transportation		1.140.114		40,728 812.927		327.187		65%	62%	-1%
Total		1,140,114		812,927		327,187	40%	65%	62%	3%
Total Operating Revenue	\$	1,756,044	\$	1,313,866	\$	442,178	<u>34%</u>	100%	<u>100%</u>	
								Jul-24	Jul-23	
Operating Expenses		Jul-24		Jul-23				% of Gross	% of Gross	Change
Personnel compensation and benefits	\$	371,928	\$	375,306	\$	(3,378)	-1%	56.32%	64.45%	-8%
Communications and utilities		54,520		54,728		(208)	0%	8.26%	9.40%	-1%
Supplies and materials		128,938		57,372		71,566	125%	19.52%	9.85%	10%
Contractual services		104,141		75,942		28,198	37%	15.77%	13.04%	3%
Insurance, claims and settlements		876		18,959		(18,083)	-95%	0.13%	3.26%	-3%
		-		-				0%		0.00%
Total Operating Expenses	\$	660,402	\$	582,308	\$	78,094	<u>13%</u>	100%	100%	
Net Operating Income	\$	1,095,642	\$	731,557	\$	364,084				





CASH FLOWER FROM ORFRATING ACTIVITIES	<u>31-Jul</u>
CASH FLOWS FROM OPERATING ACTIVITIES	4 4 9 9 5 4 5 9
Cash received from customers	\$ 1,236,163
Cash paid to suppliers	(448,046)
Cash paid to employees and employee benefits	(537,264)
Net cash flows from operating activities	<u>250,852</u>
CASH FLOWS FROM CAPITAL AND RELATED	
FINANCING ACTIVITIES	
Payments for capital assets	(2,631,231)
·	
Interest paid on long-term debt	(237,461)
Principal payments on long-term debt	(135,719)
Federal contributions	1,438,963
Subsequent collections of capital contributions	8,312
Net cash flows from capital and related financing activities	(1,557,136)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Customer facility charges	215,604
Passenger facility charges	1,623
Net cash flows from noncapital financing activities	217,227
6 to 1 to	
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and investment revenue	<u>7,786</u>
Net cash flows from investing activities	7,78 <u>6</u>
Net change in cash and investments	(1,081,271)
Cash and investments, beginning of June, 2024	10,033,660
Cash and investments, end of July, 2024	\$ 8,952,389
	31-Jul
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Income from operations	\$ 1,095,64 <u>6</u>
Adjustments to reconcile loss from operations to	
net cash flows from operating activities:	
Change in receivables and other assets	(555,278)
Change in prepaid expenses	(61,322)
Change in unearned revenue, advance payment,	(,,
and deferred inflows	27,500
Inventory adjustment	7,893
Change in accounts payable and accrued expenses	(263,586)
Total adjustments	(844,794)
rotar adjustments	(\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Net cash flows from operating activities	\$ 250,852

	Proceeds							
		Balance		from				Balance
FY 2025	June 30, 2024		Borrowing		<u>Payments</u>		July 31, 2024	
Note payable to First Security Bank of Missoula - series 2019A Note payable to First Security Bank of Missoula - series 2019B Note payable to First Security Bank of Missoula - series 2022	\$ <u>\$</u>	13,316,800 2,917,498 10,871,280 27,105,578	\$	- - -	\$ <u>\$</u>	(135,719) 	\$ 	13,316,800 2,781,779 10,871,280 26,969,859
Note payable activity for the month ended July 31, 2024: Proceeds from Borrowing Payments	\$ \$	Amount - 135,719						
*Note payable to First Security Bank of Missoula - series 2019A *Note payable to First Security Bank of Missoula - series 2019B	\$	Principal - 136,441	\$	Interest 133,591 21,395	\$	Total 133,591 157,836		
***Note payable to First Security Bank of Missoula - series 2022	\$	136,441	\$	108,711 263,697	\$	108,711 400,138		

^{*}Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.98%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2029. All unpaid principal and accrued interest is due and payable on July 1, 2044.

^{**}Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.04%. Interest is due and payable on the 1st day of each calendar quarter, beginning July 1, 2020. Principal is due and payable on the 1st day of each calendar quarter, beginning July 1, 2022. All unpaid principal and accrued interest is due and payable on April 1, 2029.

^{***}Interest on the unpaid principal is calculated on the basis of actual number of days elapsed in a 365 or 366 day year at a fixed annual interest rate of 3.87%. Interest is due and payable on the 1st day of each calendar quarter, commencing April 1, 2023, and principal is due and payable on the 1st day of each calendar quarter, commencing July 1, 2032. All unpaid principal of accrued interest is due and payable on April 1, 2047.



Director's Report August 23, 2024

Director's Statement: The month of July ended with an increase of 14.1% more passengers as compared to last July. Year to date we are up 10% over last year at this time. As we look into the fall and winter, we are expecting double digit growth to continue. On this path we will be very close to surpassing a million passengers utilizing our facility this year. I traveled to Billings this week for this year's Montana airline route planning meetings. As expected, the airlines are very happy with our market and look to extend our shoulder seasons as we move forward.

Parking: This week we will be cutting over to our new parking software. This software upgrade is long overdue, and it will bring in much more functionality that we will be able to offer our customers over time.

Explore MSO: This new program will allow us to bring nonairline ticketed customers through the check point. We have had a lot of requests over time to not only see the new terminal but the ability to help a family member to the gate. Thank you, Tim, for all your work on this project!

Construction: More progress in phase 2, we had a delay on some of the front window frames, but work continues, and we will have additional pictures so you can see the continuing progress.

Board Agenda:

- Contract with FastSigns for Phase 2 Terminal Construction-looking to wrap up one of our final contacts as we look forward to moving into the next phase.
- Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services-this is a follow up from last meeting as we look to swap out our fire fighting foam we use on the airfield.
- Western Rentals, Inc. dba Hertz and Thrifty Contract Assignment to Overland West, Inc.-Western
 has been a long-time rental car provider for the airport, they have decided to sell their franchise
 to another well-run company.
- Allegiant Deice Agreement-This agreement will spell out our pricing that we will charge Allegiant for deicing services.
- MOU with Forest Service-This MOU with the Forest Service is intended to provide for joint law enforcement for both organizations.

- Lease Agreement with Greg Tabish/Mark Bretz-potential new hangar lease agreement.
- Morrison-Maierle Task Order #64 Consulting on Low-Emissions Grants-we are looking to put together a grant application to upgrade some of our equipment.
- Airport Capital Improvement Plan-this is a yearly look forward plan so that the FAA can program future grants for MSO.

Master Plan: Nothing new to report here, our consultants are still reviewing our open house comments and will make necessary recommendations and adjustments.

Year in review: As our summer winds down, I would like to point out some of the things our staff has accomplished in the past few months and 2024 fiscal year.

- Continued our streak of zero discrepancy FAA inspection along with a clean TSA audit.
- Independent auditors reported that our FY 2023 financial statements were presented fairly, in all material respects. This is referred to as an unmodified opinion or 'clean opinion'.
- FAA completed their internal review over MSO's ARPA Concession grants with no reported findings.
- FY 2024 budget revenue was 6% above budget with costs held at 5% above budget.
- Received over \$15 million in grants this past year, including a \$6 million discretionary grant for phase 3 of the new terminal.
- On track for the second phase of our new terminal construction opening in 2025, a \$42 million project.
- Airport Master Plan is well underway.
- Record enplanements in summer of 2024 (July), 14.1% and 10% year to date.
- Two new air carriers were added in the summer of 2024, Sun Country and Frontier.
- Voted finalist for USA Today's Best Small Airport.
- Rolled out "Explore MSO" pass program.
- Transition to brand new badging software credential program.
- Brought on new payroll and human resource software. Digitization and automation of accounts payable, accounts receivable, and credit card expenses.
- Completed expanded economy parking, new parking vendor and new parking equipment installation for added functionality.
- Hosted Secretary of Transportation

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Contract with FastSigns for Phase 2 Terminal Construction

Review, discussion and possible approval of Contract with FastSigns for Phase 2 Terminal Construction and matters related thereto.

ACTION ITEM

2. AGENDA CATEGORY: (Please highlight)

UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. TIME REQUIRED: 5 Minutes

- 4. BACKGROUND INFORMATION: Staff circulated the Phase 2 FFE (Furniture, Fixtures and Equipment) Signage package to 5 local providers and received three quotes to supply and install the respective elements of the signage and wayfinding packages. FastSigns of Missoula provided a complete quote to supply and install the 160 signs in the Signage/Wayfinding Package. The Board approved the award of the bid to FastSigns at its regular meeting in May 2024. The attached contract memorializes that award and sets out the parties' respective duties and obligations. The contract includes a Service Agreement, required federal provisions, 100% plans for signage and the FastSigns bid.
- 5. BUDGET INFORMATION:
- **6. SUPPLEMENTAL AGENDA INFORMATION:** Contract with FastSigns for Phase 2 Terminal Construction attached.
- **7. RECOMMENDED MOTION**: Move to approve Contract with FastSigns for Phase 2 Terminal Construction.
- 8. PREPARED BY: Tim Damrow
- 9. COMMITTEE REVIEW: None

AGREEMENT

THIS **AGREEMENT** is made and entered into this 27th day of August, 2024, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA"), a Montana municipal airport authority, and TODD TAYLOR doing business as FASTSIGNS of Missoula, ("Contractor").

Recitals

- 1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
- MCAA obtained quotes from local vendors for a signage package covering all ADA and code required signage and placarding as well as navigational wayfinding signage for Phase 2 of the Airport Terminal Construction project ("Phase 2 FFE Signage Package");
- 3. Contractor's Proposal (as defined below) was responsive and MCAA has determined that Contractor is qualified;
- 4. Phase 2 FFE Signage Package was approved by the MCAA Board of Commissioners at its regular meeting on May 28, 2024.

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

- Scope of Services. Contractor shall provide and install all signage elements as set forth in its Proposal, as defined below, within the specifications as set forth in the Missoula Montana Airport East Concourse Expansion Signage and Wayfinding – 100% Construction Intent, A&E Project Number 16131.70 issued May 24, 2024.
- 2. <u>Contract Documents</u>. The following documents comprise the Contract Documents and are incorporated herein by reference:
 - a. This Agreement.
 - b. Required Federal Contract Provisions.
 - c. Missoula Montana Airport East Concourse Expansion Signage and Wayfinding 100% Construction Intent, A&E Project Number 16131.70 issued May 24, 2024.
 - d. FASTSIGNS of Missoula Phase 2+3 East Concourse Expansion Bid Document ("Proposal").

In the event of a conflict between the terms of this Agreement, and the terms of any other Contract Document, the terms of this Agreement will govern.

3. <u>Fees.</u> MCAA shall pay to Contractor the total amount of \$133,297.17. Contractor shall invoice MCAA. Contractor may submit an invoice for design and material costs, along with proof of receipt, prior to installation. MCAA shall submit payment within thirty (30) days of receipt of Contractor's invoice

- 4. <u>Independent Contractor Status</u>. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.
- 5. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations. Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.
- 6. Badging. Contractor and its employees that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Contractor and its employees will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Contractor and its employees shall comply with all security related audits, inspections, and screenings and will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Contractor shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.

- 7. <u>Assignability</u>. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.
- 8. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

9. <u>Insurance</u>. Contractor will be required to maintain general commercial liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current and on file with MCAA. Each such policy shall name MCAA as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the insured or the insurer during its term without first giving MCAA thirty (30) days written notice in advance.

- 10. <u>Modifications</u>. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.
- 11. <u>Notices</u>. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, delivered personally, or by electronic mail; and

a. In the case of Contractor is addressed, emailed, or delivered personally to:

Todd Taylor FASTSIGNS of Missoula 2825 Stockyard Road, Suite F5 Missoula, MT 59808 todd.taylor@fastsigns.com

b. In the case of MCAA, is addressed, emailed, or delivered personally to:

Tim Damrow, AAE
Missoula County Airport Authority
5225 Highway 10 West
Missoula, MT 59808-9399
tdamrow@flymissoula.com

- 12. <u>Governing Law and Venue</u>. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 13. Merger. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 14. <u>Partial Invalidity</u>. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15. Attorney Fees. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 16. <u>Headings and Captions</u>. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
- 17. <u>Waiver</u>. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.

- 18. <u>Amendments</u>. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
- 19. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement shall take effect upon being signed by both parties.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY	FAST SIGNS OF MISSOULA				
By: Brian Ellestad, Airport Director	By: Todd Taylor				

REQUIRED FEDERAL CONTRACT PROVISIONS

The following provisions are attached and incorporated by reference into the Agreement be tween the Missoula County Airport Authority ("MCAA" or "Owner") and TODD TAYLOR doing business as FASTSIGNS of Missoula ("Contractor").

1. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and genderidentity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Contractor and subcontractors from the bid solicitation pe riod through the com ple tion of the contract.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the pe rform ance of this contract, the Contractor, for itse lf, its assig ne e s, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. Com pliance with Regulations: The Contractor (he reinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrim ination Acts And Authorities, as they may be amended from time to time, which are he rein incorporated by reference and made a part of this contract.
- B. **Non-d is c rim in a t io n:** The Contractor, with re gard to the work performed by it during the contract, will not discrim inate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procure ments of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicita tions for Subcontracts, Including Procure ments of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procure ments of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. Inform a t ion a nd Re p orts: The Contractor will provide all inform ation and re ports required by the Acts, the Regulations, and directives issued pursuant the re to and will pe rm it acce ss to its books, re cords, accounts, othe r source s of inform ation, and its facilities as m ay be determined by the Owner or the Fe deral Aviation Administration to be pertine nt to ascertain compliance with such Nondiscrim ination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the

- Contractor will so ce rtify to the Owne r or the Fe de ral Aviation Adm inistration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncom pliance: In the event of a Contractor's noncom pliance with the Non-discrim ination provisions of this contract, the Owner will im pose such contract sanctions as it or the Fe deral Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding paym e nts to the Contractor unde r the contract until the Contractor com plie s; and/ or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorp ora t ion of Provisions: The Contractor will include the provisions of paragraphs A through E in e very subcontract, including procure ments of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant the reto. The Contractor will take action with respect to any subcontract or procure ment as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the pe rform ance of this contract, the Contractor, for itse lf, its assig ne e s, and successors in interest (he re ina fter re fe rred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq* ., 78 stat. 252), (p rohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrim ination In Fe de rally-Assiste d Program s of The De partment of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Re location Assistance and Re al Property Acquisition Policie's Act of 1970, (42 U.S.C. § 4601), (prohib its unfair treatment of persons displaced or whose property has been acquired be cause of Federal or Federal-aid programs and projects);
- Se ction 504 of the Re habilitation Act of 1973, (29 U.S.C. § 794 et seq.), as am ended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrim ination Act of 1975, as am e nde d, (42 U.S.C. § 6101 *et seq* .), (p rohibits discrim ination on the basis of age);
- Airport and Airway Improve ment Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Re storation Act of 1987, (PL 100 209), (Broade ned the scope, cove rage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrim ination Act of 1975 and Se ction 504 of the Re habilitation Act of 1973, by expanding the de finition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Title s II and III of the Am e ricans with Disabilitie s Act of 1990, which prohib it discrim ination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing

- e ntitie s (42 U.S.C. §§ 12131 12189) as im ple m e nte d by De partm e nt of Transportation re gulations at 49 CFR parts 37 and 38;
- The Fe de ral Aviation Adm inistration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and se x);
- Exe cutive Orde r 12898, Fe de ral Actions to Addre ss Environm e ntal Justice in Minority Populations and Low-Incom e Populations, which e nsure s non-discrimination against m inority populations by discouraging program s, policie s, and activitie s with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Im proving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

MISSOULA MONTANA AIRPORT EAST CONCOURSE EXPANSION

5225 HIGHWAY 10 WEST MISSOULA, MT 59808

ISSUE DATE: 2024.05.24

SIGNAGE & WAYFINDING - 100% CONSTRUCTION INTENT

A&E PROJECT NUMBER: 16131.70



phase
BIDDING DOCUMENT











SECTIONS AG	SECTIONS AG0-AG1: ARCHITECTURAL GRAPHICS INTRODUCTION						
PAGE NO.	SHEET DESCRIPTION	COMMENTS					
AG0.1	Cover						
AG1.1	AG Sheet Index						
AG1.1	Submittal Requirements						
AG1.1	Materials & Colors						
AG1.2	General Specifications						

SECTION AG	SECTION AG2: LOCATION PLANS & MESSAGE SCHEDULE						
PAGE NO.	SHEET DESCRIPTION	COMMENTS					
AG2.1	Level 00 Signage Location Plans - Signage Schedule						
AG2.2	Level 01 Signage Location Plans - Signage Schedule						
AG2.3	Level 02 Signage Location Plans - Signage Schedule						
AG2.4	Message Schedule						

SECTION AG3:	ECTION AG3: SIGN DETAILS & EGD								
PAGE NO.	SIGN TYPE	SIGN DESCRIPTION	COMMENTS						
AG3.1	BS	Blade Sign							
AG3.2	FS1, FS2	Flag Sign - RESTROOM, Flag Sign - GATE							
AG3.3	B1, C1, GS, R4	Vinyl - SLIDING DOOR, Vinyl - NO SMOKING, Gate Sign, Bag Claim Restroom Entry							
AG3.4	Z1, D3, D4	ADA - IN CASE OF FIRE, ADA - Room ID, ADA - Room ID W/ Vinyl Name, ADA, Stail Level Egress, ADA - Restroom ID, ADA - Stair ID, Evac Map, Flag Sign - FEC/AED, ADA - Authorized Personnel Only, ADA - Room ID (Authorized), ADA - Gate ID, ADA - S.I.D.A Room ID							
AG3.5	XA	Rental Car Graphics							
AG3.6	S	Supergraphic							
AG3.7	S	Supergraphic							

SUBMITTAL REQUIREMENTS:	SUBMITTAL REQUIREMENTS: Unless specifically noted otherwise, all required submittals shall be sent to A&E Design. Unless specified otherwise, all required samples to be retained by A&E Design to be used as a control set.							
DESCRIPTION	ESCRIPTION SUBMITTALS REQUIRED							
Shop Drawings	For-production drawings of each sign type for approval prior to production; 1 set.							
Colors	Samples of each project paint color and finish, textured as required, and applied to the final specified materials as indicated; minimum size of 5" x 5".							
Materials	Samples of each project material, finished as required; minimum size of 5" x 5".							
Digital Prints / Wallcovering	1: Full-color sections of each digital print at final size and resolution, printed on the final material, as specified on signage drawings. 2: Digital proofs showing final artwork layouts with field-verified dimensions, wall extents, fixtures, obstructions etc.							
Copy & Text Layouts	Copy & Text Layouts Printed samples of each message layout including copy, symbols, and sign panel boundary; layouts shall be labeled with sign type, location number, and side as required.							
Vinyl	Samples of each project vinyl color or product; minimum size of 5" x 5"; fabricator us use 3M vinyl products or approved equal.							

AG3.8

Supergraphic

	MATERIALS & FI	NISHES									
ĺ	PAINT & POWDERCOAT FINISH SPECIFICATIONS										
	All paint colors and	All paint colors and finishes listed below shall match existing signage in Concourse A.									
	REF NO. COLOR DESCRIPTION PRODUCT FINISH NOTES										
	P1 Black Paint Satin Fab & finish to match existing Phase 1 si										
	P2 Blue to Match PMS 307 C Powdercoat Satin Fab & finish to match existing Phase 1										

Charcoal

Sherwin Williams Iron Ore 7069

Satin

P3

VINYL SPECIFICA	ATIONS				
All vinyl sheeting	shall match exactly the	color, finish, and durability of the listed products as specified.			
REF NO.	COLOR	PRODUCT DESCRIPTOIN & ID NO.	MANUFACTURER	NOTES	
V1	White	Scotchcal ElectroCut Graphic Film Series 7725 - White	3M	Fab & finish to match existing Phase 1 signs	
V2	White	Vinyl to match existing			

TYPEFACES & SYMBOLS									
TYPEFACES									
The Fabricator sh	all legally acquire at the	eir own expense all project fonts fr	om the specified distributors. Designer will not provice copies of licensed fonts.						
FONT ID NO.	FONT NAME	FONT WEIGHT	VISUAL REFERENCE						
F1 Raleway Medium ABCDEFGHIJKLMNOPQRSTUVWZYZ abcdefghijklmnopqrstuvwxyz 1234567890									
F2	Raleway	Semibold ABCDEFGHIJKLMNOPQRSTUVWZYZ abcdefghijklmnopqrstuvwxyz 1234567890							

project# **16131.70**

phase
BIDDING DOCUMENTS



issue date 05.24.2024 AG1.2

PART 1 - GENERAL

RELATED DOCUMENTS

Provisions of the Contract and of the Contract Documents apply to this Section

1.2 DEFINITIONS

ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

Illuminated: Illuminated by lighting source integrally constructed as part of the sign unit.

1.3 SUBMITTALS

Product Data: For each type of product indicated.

Shop Drawings: Show fabrication and installation details for signs.

Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories. Provide illumination technique information and wiring diagrams for applicable installations.

Provide message list, type styles, graphic elements, including tactile characters and Braille, and layout for each sign.

Provide floor plans showing locations of signs as approved by the Owner corresponding to the Signage Schedule and Owner-approved Message Schedule. Samples: For each of the following products and for the full range of color, texture,

and sign material indicated, of sizes indicated: Dimensional Characters: Full-size Samples of each type of dimensional character (letter, number, and graphic element). Show character style, material, inish, and method of attachment.

Panel Signs: Full-size Sample. Approved samples will not be returned for installation into Project,

unless otherwise indicated.

Sign Schedule: Use same designations indicated on Drawings. Delegated Design Submittals: Include structural analysis calculations for signs indicated to comply with design loads; signed and sealed by the qualified professional

engineer responsible for their preparation

Maintenance Data: For signs to include in maintenance manuals Warranty: Special warranty specified in this Section

1.4 QUALITY ASSURANCE

Installer Qualifications: An employer of workers trained and approved by manufacturer Source Limitations for Signs: Obtain each sign type indicated from one source from a

single manufacturer. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D.12

"Structural Welding Code – Aluminum."
Regulatory Requirements: Comply with the 2010 ADA Standards for Accessible Design published September 15, 2010 (SAD) and with ICC/ANSI A117.1, 2003.

1.5 PROJECT CONDITIONS

Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.

Field Measurements: Verify recess openings, wall dimensions, and all other relevant conditions by field measurements before fabrication and indicate measurements on Shop Drawings. Verify locations of anchorage devices and electrical service embedded in permanent construction by other installers by field measurements before fabrication, and indicate measurements on Shop Drawings.
Where old signs are present at the project site and are intended to be removed or

replaced as defined on Drawings, it is the Fabricator's responsibility to remove and dispose of existing signs legally; patch and repair any damage to wall surfaces and surrounding finished floor; at or adjacent to sign, caused by removal of existing sign

1.6 COORDINATION

Coordinate placement of anchorage devices with templates for installing signs.

Furnish templates for placement of electrical service embedded in per construction by other installers.

Architect will provide artwork files upon request to Fabricator.

1.7 WARRANTY

Special Warranty: Manufacturer's standard form in which manufacturer agrees to re pair or replace components of signs that fail in materials or workmanship within

specified warranty period. Failures include, but are not limited to, the following:

Deterioration of metal and polymer finishes beyond normal weathering. Deterioration of embedded graphic image colors.

Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

PERFORMANCE REQUIREMENTS Delegated Design: Engage a qualified professional engineer, as defined in Division 01 Section "Quality Requirements," to design sign structure and anchorage of illuminated signage according to structural performance requirements.

Structural Performance: Signs and supporting elements are to withstand the effects of gravity and other loads within limits and under conditions indicated

Uniform Wind Load: As indicated on Drawings. Concentrated Horizontal Load: As indicated on Drawings

Other Design Load: As indicated on Drawings.

Thermal Movements: For exterior signs, allow for thermal movements from ambient and surface temperature changes.

Temperature Change: 120 deg F ambient; 180 deg F, material surfaces. Electrical Components, Devices, and Accessories: Listed and labeled as defined in

NFPA 70, by a qualified testing agency, and marked for intended location and application

2.2 MANUFACTURERS

In other Part 2 and Part 3 articles where titles below introduce lists, the following requirements apply to product selection:

1. Products: Subject to compliance with requirements, available products and

fabrication techniques include, but are not limited to, those listed.

2.3 MATERIALS

Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign,

Type UVF (UV filtering).
Aluminum Castings: ASTM B 26, of alloy and temper recommended by sign

manufacturer for casting process used and for use and finish indicated.

Aluminum Sheet and Plate: ASTM B 209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

Aluminum Extrusions: ASTM B 221, alloy and temper recommended by aluminum

producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.

Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187. Bronze Castings: ASTM B 584, Alloy UNS No. C86500 (No. 1 manganese bronze)

Architectural Concrete. Heat-Strengthened, Ultra Clear Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I,

Concrete: As specified in Division 03 Sections "Cast-In-Place Concrete" and "Precast

Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3. Fabrication Process: By horizontal (roller-hearth) process with roll-wave

Medium Density Fiberboard (MDF): ANSI A208.2, Grade 130. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for

lors and exposure indicated. Vinyl Film: UV-resistant vinyl film of nominal thickness indicated, with pressure itive, permanent adhesive on back; die cut to form characters or images as

indicated on Drawings and suitable for exterior applications.

Interior Panel Signs: Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner, complying with the following requirements:

Solid-Sheet Sign: Acrylic with painted finish.

Provide clear slot for interchangeable information, sized for 8-1/2-inch x 11-inch paper, for sign Type H.

Room Sign Size: As indicated on Drawings.

Edge Condition: Square cut or as indicated.

Corner Condition: Square or as indicated on Drawings.

Mounting: Unframed and as indicated on Drawings.

Signs mounted on glass to be backed with vinyl matching acrylic panel. Color: As indicated

Tactile and Braille Sign: Manufacturer's standard process for producing text and symbols complying with ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square-cut edges free from burrs and cut marks; Braille dots with domed or rounded shape.

Panel Material: Acrylic.

Raised-Copy Thickness: Not less than 1/32 inch. Window Vinyl: Field-applied, vinyl signage, pre-spaced characters die cut from 3- to 3.5 mil thick, weather-resistant vinyl film with release liner on back and carrier film on the front side for on-site alignment and application.

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

Avery.

3M Size: As indicated on Drawings.

Substrate: As indicated on Drawings.

Text and Font: As indicated on Drawings. Push-Thru Characters: Injection molded or thermoformed characters, or characters

routed from solid acrylic sheets, having uniform faces and profiles and as follows: Illuminated characters: Characters with concealed LED lighting, including transformers, insulators, and other accessories; with provision for servicing and

concealing connections to building electrical system. Space lamps apart from each other and away from character surfaces as needed to illuminate evenly. Power: As indicated on Electrical Drawings.

Weeps: Provide weep holes to drain water at lowest part of the exterior characters. Equip weeps with permanent baffles to block light leakage without inhibiting drainage.

Manufacturer's integral color in color as indicated on Drawings

 Typeface: As indicated on Drawings.
 Flat Cut Out (FCO) Characters: Characters with uniform faces; square-cut, smooth, eased edges; precisely formed lines and profiles; and as follows:

Character Material: Sheet or plate aluminum.

Character Height: As indicated on Drawings.

Thickness: Manufacturer's standard for size of character Finish: Integral aluminum Finish: Light bronze anodized.

Mounting: As indicated on Drawings.

2.5 ACCESSORIES

Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

Adhesive: As recommended by sign manufacturer or as indicated on Drawings

2.6 FABRICATION General: Provide manufacturer's standard signs of configurations indicated.

Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces. All corners to be welded at 90 degrees unless indicated otherwise on Drawings.

Mill joints to tight, hairline fit. Form joints exposed to weather to exclude

Pre-assemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.

Conceal fasteners and connections if possible; otherwise, locate fasteners and connections where they will be inconspicuous. Internally brace push-thru characters for stability, to meet structural performance loading without oil-canning or other surface deformation, and for securing fasteners.

Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible, use exposed fasteners that match sign finish.

Castings: Fabricate castings free of warp, cracks, blowholes, pits, scale, sand

holes, and other defects that impair appearance or strength. Grind, wire brush, sandblast, and buff castings to remove seams, gate marks, casting flash, and other casting marks before finishing.

Monumental and Exterior Wayfinding Signs: Construct sign-panel surfaces to be

smooth and to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner. Coordinate dimensions and attachment methods to produce message panels

relationship indicated.
Increase panel thickness or reinforce with concealed stiffeners or backing materials as needed to produce surfaces without distortion, buckles, warp, or other surface deformations.

with closely fitting joints. Align edges and surfaces with one another in the

Continuously weld joints and seams unless other methods are indicated; grind, fill, and dress welds to produce smooth, flush, exposed surfaces with

velds invisible after final finishing. Signs with Changeable Message Capability: Fabricate signs to allow insertion of changeable messages as follows:

For slide-in changeable inserts, fabricate slot without burrs or constrictions that inhibit function. Furnish initial changeable insert.

2.7 FINISHES, GENERAL

Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

Directional Finishes: Run grain with long dimension of each piece and perpendicular to long dimension of finished trim or border surface unless otherwise indicated on

Organic, Anodic, and Chemically Produced Finishes; Apply to formed metal after abrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

2.8 ALUMINUM FINISHES

Color Anodic Finish: AAMA 611, Class 1, 0.018 mm or thicker.

Baked Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION 3.1 EXAMINATION

Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work Verify that items, including anchor inserts, are sized and located to accommodate signs.

Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

General: Install signs using mounting methods indicated and according to manufacturer's written instructions. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.

Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance. Before installation, verify that sign surfaces are clean and free of materials or

debris that would impair installation. Corrosion protection: Coat concealed surfaces of exterior surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals,

with a heavy coat of bituminous paint. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls, to the right of the right-hand door for double active doors. Locate tactile signs to maintain a clear space beyond swing of door, centered on and in

front of each sign, of 18 inches by 18 inches. Wall-Mounted Panel Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.

Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges.

Place sign in position, and push to engage adhesive. Temporarily support sign $\,$ in position until adhesive fully sets.

Signs Mounted on Glass: Provide matching vinyl backing on opposite side of glass to conceal mounting materials.

Field-Applied, Vinyl Signs: Clean and dry substrate. Align sign in final position before removing release liner. Remove release liner in stages, and apply and firmly press vinyl into final position. Press from the middle outward to obtain good bond without blisters or fishmouths. Remove carrier film without disturbing applied vinyl film.

Walls intended for vinyl are to be prepared accordingly to ensure the longevity of vinyl applications. Walls to be deep cleaned and painted with a high gloss or satin finish. No low VOC paints. No matte finishes. No dirt resistant paints. All wall imperfections are to be repaired prior to applying vinyl films. Any bumps and

mperfections to be sanded down. Metal Plaques, General: Install plaques using mounting methods indicated and

according to manufacturer's written instructions.

1. Install plaques level, plumb and true to line, and at locations and heights

indicated, with plaque surfaces free of distortion and other defects in appearance. Install plaques so they do not protrude or obstruct according to the accessibility

Before installation, verify that plaque surfaces are clean and free of materials or

debris that would impair installation. Corrosion Protection: Coat concealed surfaces of exterior aluminum in accordance with grout, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

Mounting Method - Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of plaque. Remove loose debris from hole and

Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place plaque in position and push until flush to surface, embedding studs in holes. Temporarily support plaque in position

until adhesive fully sets Thin or Hollow Surfaces: Place plaque in position and flush to surface, install washers and nuts on studs projecting through opposite side of surface, and tighten.

3.3 CLEANING AND PROTECTION

After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner

3.4 SIGNAGE SCHEDULE

Reference Sheet AG2.4.

PART 4 - PROJECT-SPECIFIC PROTOTYPES

4.1 REQUIREMENTS Fabricator is responsible for producing project-specific prototypes as specified on

sheet AG1.1 Unless specifically noted otherwise, all required submittals shall be sent to A&E Design. Unless specified otherwise, all required samples to be retained by A&E Design to be

used as a control set. Fabricator to include cost of prototypes when bidding project

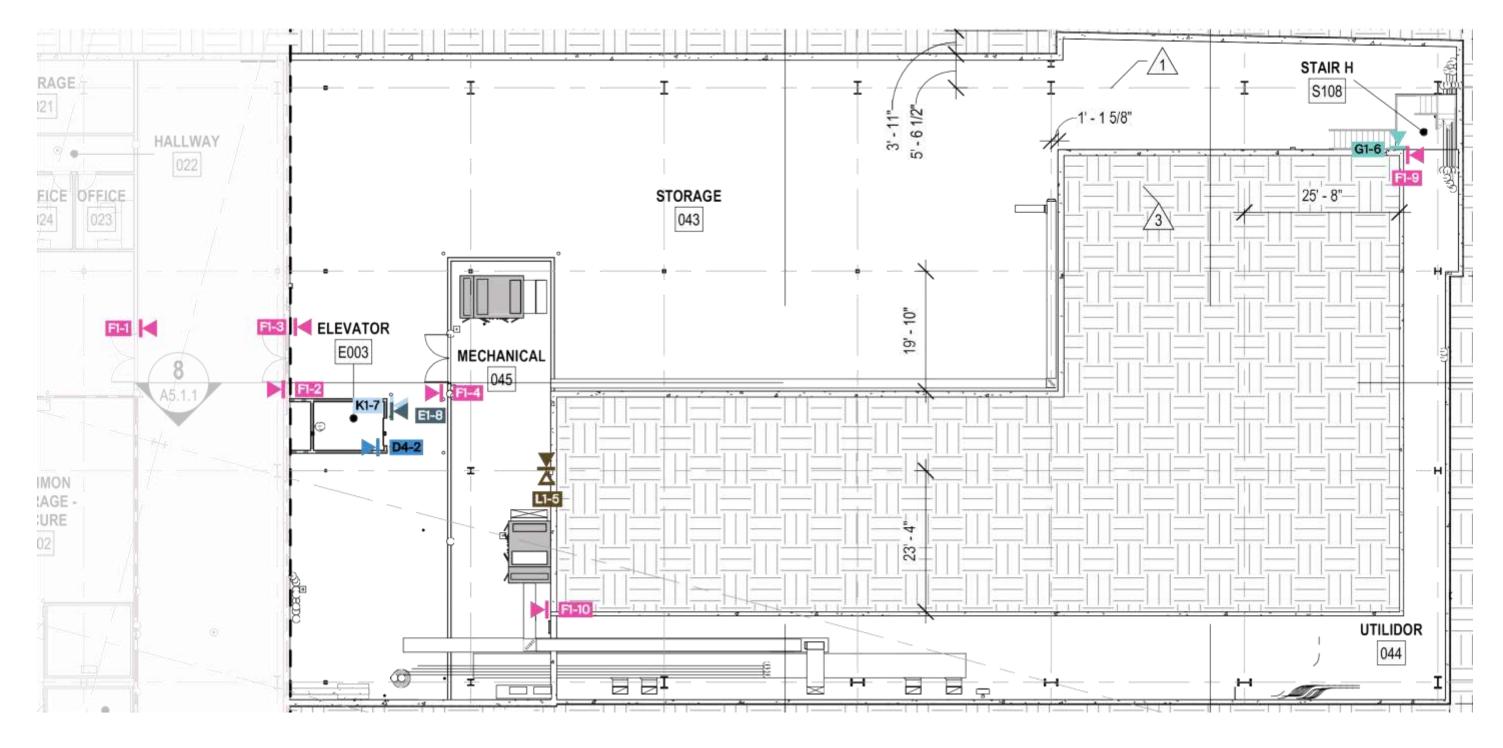
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BIDDING DOCUMENTS



AG1.3



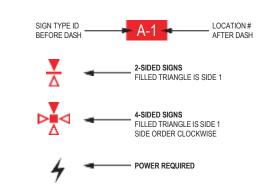
SIGNAGE LOCATION PLAN - LEVEL 00

NTS

GENERAL NOTES

ALL LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND COORDINATION OF ALL LOCATIONS. THE CONTRACTOR SHALL NOTIFY THE OWNER AND A&E DESIGN OF ANY DISCREPANCIES BETWEEN THE FIELD CONDITIONS AND DRAWINGS, LOCATION PLANS, OR MESSAGE SCHEDULE PRIOR TO INSTALLATION.

SYMBOL KEY



SIGN TYPE LEGEND

SIGN SCHEDULE

Type	Description	Qty.
XA	XA - Rental Car Display Walls	4
BS	BS - Blade Sign	2
FS1	FS1 - Flag Sign - Restroom	3
FS2	FS2 - Flag Sign - Gate	4
B1	B1 - Vinyl - Sliding Door	16
C1	C1 - Vinyl - No Smoking	4
D4	D4 - Level Directory in Cab	1
D3	D3 - Level Directory at Elevator	2
GS	GS - Gate ID	4
E1	E1 - ADA - In Case of Fire	4
F1	F1 - ADA - Room ID	36
F2	F2 - ADA - Room ID w/ Vinyl Name	5
G1	G1 - ADA - Stair Egress ID	5
H1	H1 - ADA - Restroom ID	10
H2	H2 - ADA - Stair ID	4
K1	K1 - Evac Map	4
L1	L1 - FEC Flag	12
T1	T1 - ADA - Authorized Personnel Only	4
T2	T2 - ADA - Authorized Entry Room ID	13
Z1	Z1 - ADA - S.I.D.A Room ID	2
X1	X1 - ADA - Gate ID	4
R4	R4 - Bag Claim Restroom Entry	4
S	Supergraphic	11
Y	Bag Claim ID	2

SUB-TOTAL 160

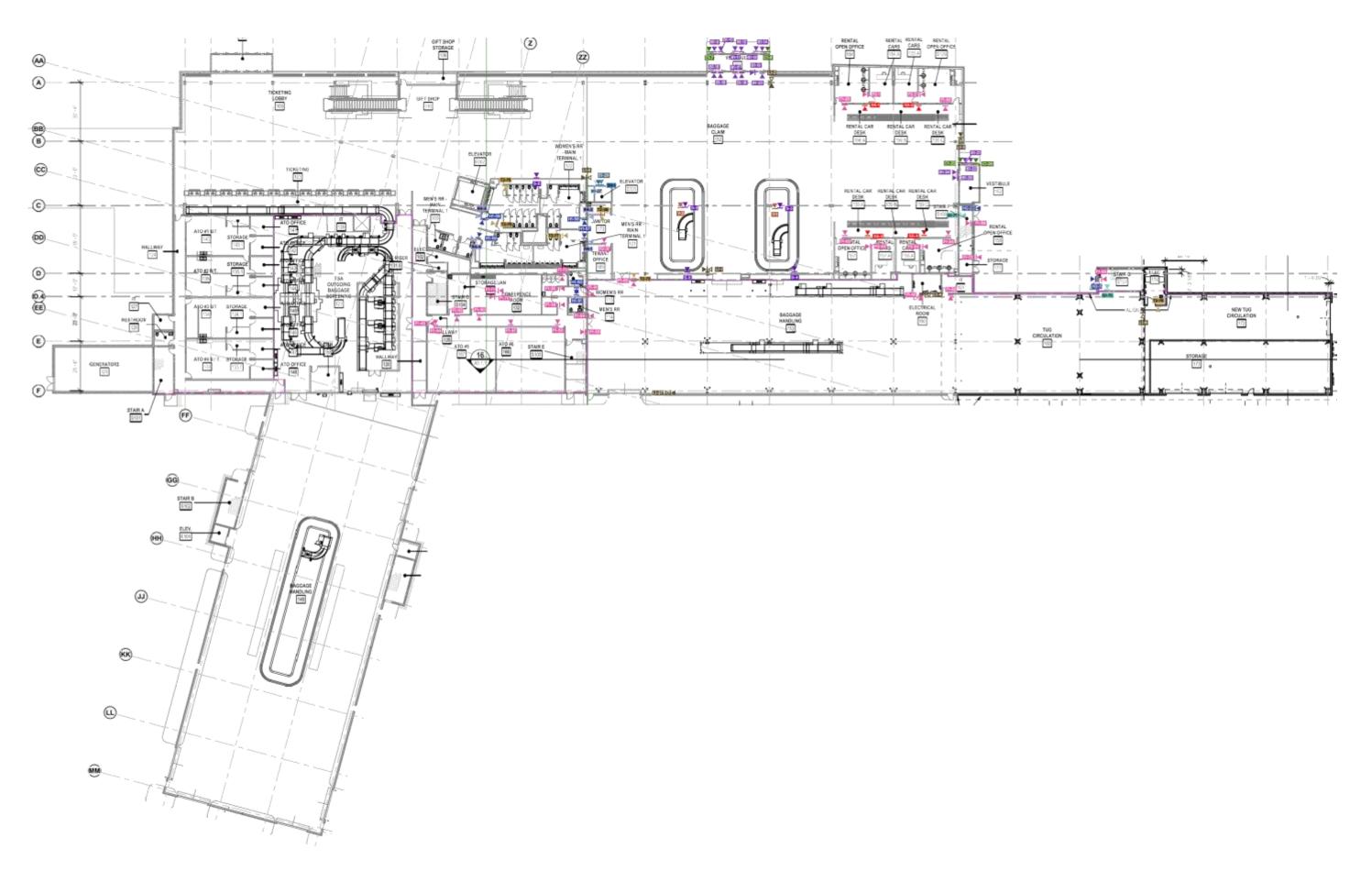
MSO EGD GRAPHICS

project# **16131.70**

BIDDING DOCUMENTS



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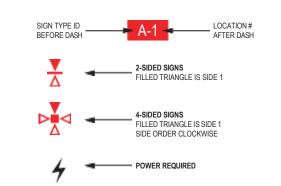


SIGNAGE LOCATION PLAN - LEVEL 01 NTS

GENERAL NOTES

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SYMBOL KEY



SIGN TYPE LEGEND

SIGN SCHEDULE

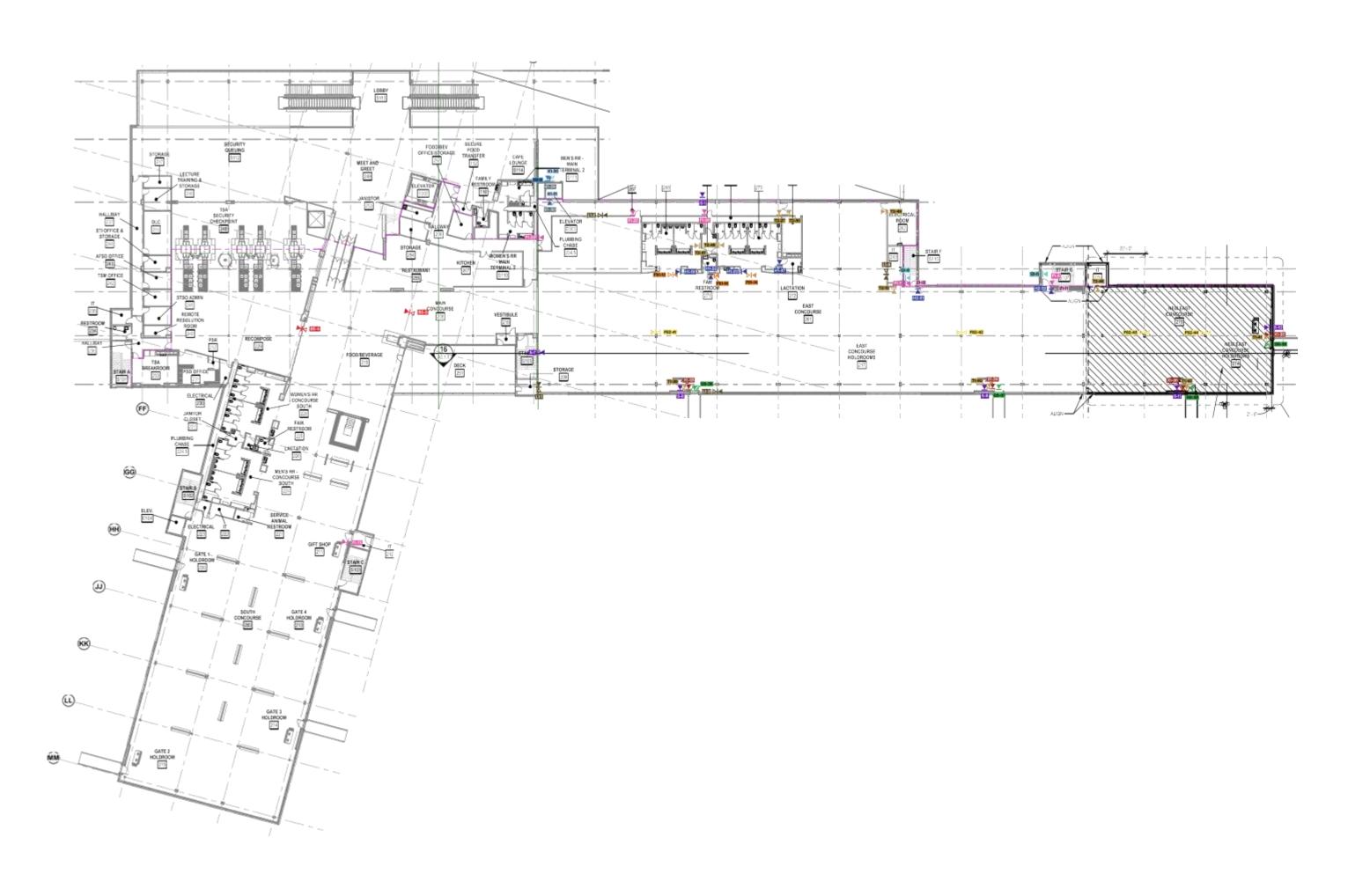
Type	Description	Qty.
XA	XA - Rental Car Display Walls	4
BS	BS - Blade Sign	2
FS1	FS1 - Flag Sign - Restroom	3
FS2	FS2 - Flag Sign - Gate	4
B1	B1 - Vinyl - Sliding Door	16
C1	C1 - Vinyl - No Smoking	4
D4	D4 - Level Directory in Cab	1
D3	D3 - Level Directory at Elevator	2
GS	GS - Gate ID	4
E1	E1 - ADA - In Case of Fire	4
F1	F1 - ADA - Room ID	36
F2	F2 - ADA - Room ID w/ Vinyl Name	5
G1	G1 - ADA - Stair Egress ID	5
H1	H1 - ADA - Restroom ID	10
H2	H2 - ADA - Stair ID	4
K1	K1 - Evac Map	4
L1	L1 - FEC Flag	12
T1	T1 - ADA - Authorized Personnel Only	4
T2	T2 - ADA - Authorized Entry Room ID	13
Z1	Z1 - ADA - S.I.D.A Room ID	2
X1	X1 - ADA - Gate ID	4
R4	R4 - Bag Claim Restroom Entry	4
S	Supergraphic	11
Υ	Bag Claim ID	2

MSO EGD GRAPHICS

project# **16131.70**

phase
BIDDING DOCUMENTS





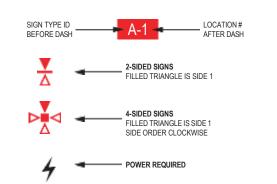
SIGNAGE LOCATION PLAN - LEVEL 02

NTS

GENERAL NOTES

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SYMBOL KEY



SIGN TYPE LEGEND

SIGN SCHEDULE

Type	Description	Qty.
XA	XA - Rental Car Display Walls	4
BS	BS - Blade Sign	2
FS1	FS1 - Flag Sign - Restroom	3
FS2	FS2 - Flag Sign - Gate	4
B1	B1 - Vinyl - Sliding Door	16
C1	C1 - Vinyl - No Smoking	4
D4	D4 - Level Directory in Cab	1
D3	D3 - Level Directory at Elevator	2
GS	GS - Gate ID	4
E1	E1 - ADA - In Case of Fire	4
F1	F1 - ADA - Room ID	36
F2	F2 - ADA - Room ID w/ Vinyl Name	5
G1	G1 - ADA - Stair Egress ID	5
H1	H1 - ADA - Restroom ID	10
H2	H2 - ADA - Stair ID	4
K1	K1 - Evac Map	4
L1	L1 - FEC Flag	12
T1	T1 - ADA - Authorized Personnel Only	4
T2	T2 - ADA - Authorized Entry Room ID	13
Z1	Z1 - ADA - S.I.D.A Room ID	2
X1	X1 - ADA - Gate ID	4
R4	R4 - Bag Claim Restroom Entry	4
S	Supergraphic	11
Υ	Bag Claim ID	2

MSO EGD GRAPHICS

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phase
BIDDING DOCUMENTS

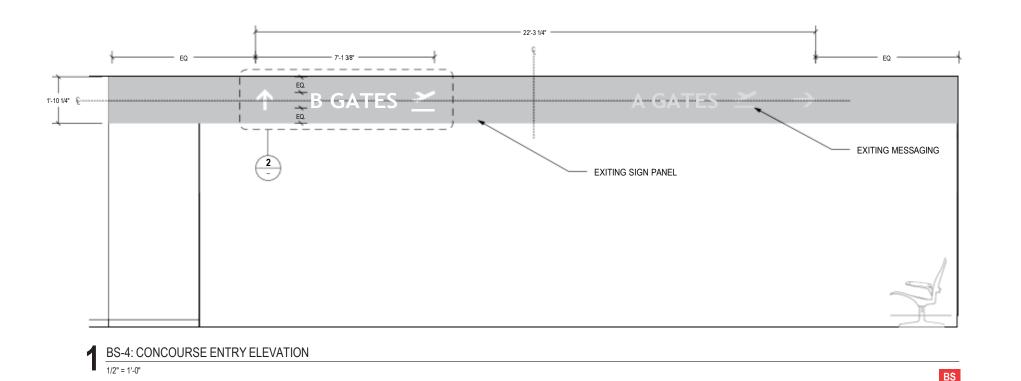


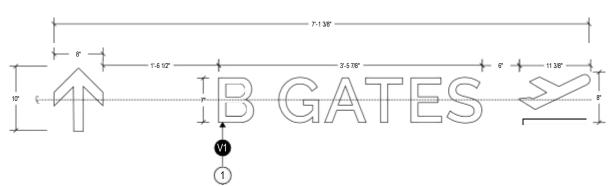
MESSAGE S	MESSAGE SCHEDULE										
Type	Location	Number	Message	Room#	Message 2	Stair ID	Level Number	Levels Listed	Roof Access	Exit Route	Notes
XA	L01	1									
XA	L01	2									
XA	L01	3									
XA	L01	4									
BS	L02 L02	4	Ref scaled layout								cut vinyl added to existing sign
BS FS1	L02	8 13	Ref scaled layout Men								
FS1	L02	14	Women								
FS1	L02	16	Family								
FS2	L02	41	Gate B1								
FS2	L02	42	Gate B2								
FS2	L02	43	Gate B3								
FS2	L02	44	Gate B4								
B1 B1	L01 L01	9	Ref scaled layout Ref scaled layout								
B1	L01	11	Ref scaled layout								
B1	L01	12	Ref scaled layout								
B1	L01	13	Ref scaled layout								
B1	L01	14	Ref scaled layout								
B1	L01	15	Ref scaled layout								
B1	L01	16	Ref scaled layout								
B1	L01	17	Ref scaled layout								
B1 B1	LO1	18 19	Ref scaled layout Ref scaled layout								
B1	L01	20	Ref scaled layout								
B1	L01	21	Ref scaled layout								
B1	L01	22	Ref scaled layout								
B1	L01	24	Ref scaled layout								
B1	L01	25	Ref scaled layout					_		_	
C1	L01	7									
C1	L01	8									
C1 C1	L01 L01	23 29									
D4	LB	2	Ref scaled layout								
D3	L01	1	Ref scaled layout								
D3	L02	5	Ref scaled layout								
GS	L02	36	Gate B1								
GS	L02	37	Gate B2								
GS	L02	38	Gate B4								
GS	L02	39	Gate B3								
E1	LB	8	Ref scaled layout								
E1 E1	L01 L02	28 29	Ref scaled layout Ref scaled layout								
E1	L02	30	Ref scaled layout								
F1	LB	1	HALLWAY	027							
F1	LB	2	STORAGE	043							
F1	LB	3	MECHANICAL	022							
F1	LB	4	MECHANICAL	045							
F1	LB	9	UTILIDOR ACCESS	044							
F1	LB	10	UTILIDOR ACCESS STORAGE	044							
F1 F1	L01 L01	38 39	LAUNDRY	165 164							
F1	L01	40	CONFERENCE	132							full-coverage clear adhesive backer
F1	L01	41	ATO OFFICES	128							
F1	L01	42	JANITOR	130							
F1	L01	43	HALLWAY	120							
F1	L01	44	ATO #5	167				_		_	
F1	L01	47	ATO#6	166							
F1	LO1 LO1	50	ATO #7 BAGGAGE HANDLING	172 153							
F1 F1	L01	53 54	ATO OFFICES	128							
F1	L01	60	BAGGAGE CLAIM	152							
F1	L01	61	ELECTRICAL	160							
F1	L01	62	IT	161							
F1	L01	63	RENTAL OFFICE	157							
F1	L01	64	RENTAL OFFICE	158							
F1	L01	65	RENTAL OFFICE	154							
F1	L01	66	RENTAL OFFICE	155							
F1 F1	L01 L01	68 69	EXIT EXIT								
F1	L01	70	CONFERENCE	132							
F1	L01	71	KITCHEN	179							
F1	L01	72	STORAGE	171							
F1	L01	73	PLUMBING	121.5							
F1	L02	6	LEVEL 2 EAST CONCOURSE	261							
F1	L02	7	LEVEL 2 EAST CONCOURSE	261							
F1	L02	23	HALLWAY	206							
F1	L02	25	STORAGE	281							
F1 F1	L02 L02	26 73	PLUMBING IT	269.5 212							
F2	L01	1	Manager's Office	154.A							
F2	L01	2	Manager's Office	155.A							
F2	L01	37	Office	169							full-coverage clear adhesive backer
F2	101	53		157.A							

MESSAGE SCHEDULE

Туре	Location	Number	Message	Room #	Message 2	Stair ID	Level Number	Levels Listed	Roof Access	Exit Route	Notes
G1	LB	6	Message	licomin	Message 2	Н	00	Level 00 - Level 0		Exit Up to Level	
G1	L01	70				G	01	01-02	No	Exit This Level	
G1	L01	71				F	01	01-02	No	Exit This Level	
G1	L02	5				G	02	01-02	No	Exit Down to Lev	vol 01
G1	L02	8				F	02	01-02	No	Exit Down to Lev	
H1	L02	56	Women				UZ.	01-02	140	LXIT DOWN TO LEV	PEI 01
H1	L01	57	Men								
H1	L01	58	Men								
H1		59									
	L01	60	Women								
H1	L01		Restroom								
H1 H1	LO1 LO2	61 19	Restroom								
			Men								
H1	L02	20	Women								
H1	L02	22	Family Restroom								
H1	L02	47	Mothers Room								message to match existing sign in Concourse A
H2	L01	2	Stair F	S106							
H2	L01	3	Stair G	S107							
H2	L02	31	Exit Stair F	S106							
H2	L02	32	Exit Stair G	S107							
K1	LB	7									custom map slide-in
K1	L01	27									custom map slide-in
K1	L02	30									custom map slide-in
K1	L02	31									custom map slide-in
L1	LB	5	[Fire Extinguisher Icon]								
L1	L01	1	[Fire Extinguisher Icon]								
L1	L01	2	[Fire Extinguisher Icon]								
L1	L01	3	[Fire Extinguisher Icon]								
L1	L01	4	[Fire Extinguisher Icon]								
L1	L01	5	[Fire Extinguisher Icon]								
L1	L01	6	[Fire Extinguisher Icon]								
L1	L01	27	[Fire Extinguisher Icon]								
L1	L02	1	[Fire Extinguisher Icon]								
L1	L02	2	[Fire Extinguisher Icon]								
	L02										
L1		3	[Fire Extinguisher Icon]								
L1	L02	4	[Fire Extinguisher Icon]								
T1	L02	39	Authorized Personnel Only								
T1	L02	40	Authorized Personnel Only								
T1	L02	41	Authorized Personnel Only								
T1	L02	42	Authorized Personnel Only								
T2	L01	36	JANITOR	170	Authorized Personnel Only						
T2	L01	73	BAGGAGE HANDLING	153	Authorized Personnel Only						
T2	L01	75	PLUMBING	122.4	Authorized Personnel Only						
T2	L01	76	PLUMBING	122.5	Authorized Personnel Only						
T2	L01	77	PLUMBING	122.4	Authorized Personnel Only						
T2	L01	78	ELECTRICAL	174							
T2	L02	10	IT	263	Authorized Personnel Only						
T2	L02	27	HALLWAY	267	Authorized Personnel Only						
T2	L02	30	PREP KITCHEN	284	Authorized Personnel Only						
T2	L02	46	JANITOR	269	Authorized Personnel Only						
T2	L02	47	JANITOR	269	Authorized Personnel Only						
T2	L02	48	IT	276							
T2	L02	49	ELECTRICAL	262	Authorized Personnel Only						
Z1	L02	11	S.I.D.A.								
Z1 Z1	L02	12	S.I.D.A.								
X1	L02	33	Gate B1								
X1	L02	34	Gate B2								
X1 X1	L02	35	Gate B4								
X1	L02	36	Gate B3								
R4	L01	1	Men								
R4	L01	2	Women								
R4	L01	3									
R4	L01	4									
S	L01	2									
S	L01	3									
S	L01	4									
S	L01	5									
S	L01	6									
S	L02	1									
S	L02	7									
S	L02	8									
S	L02	9									
S S	L02	10									
S	L02	11									
Y	L01	1									
Y	L01	2			1						







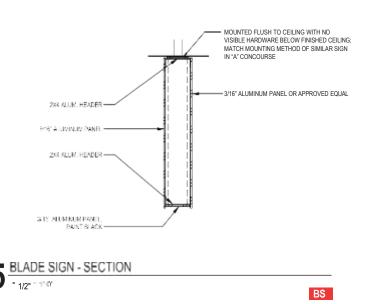
2 BS-4: CONCOURSE ENTRY DETAIL

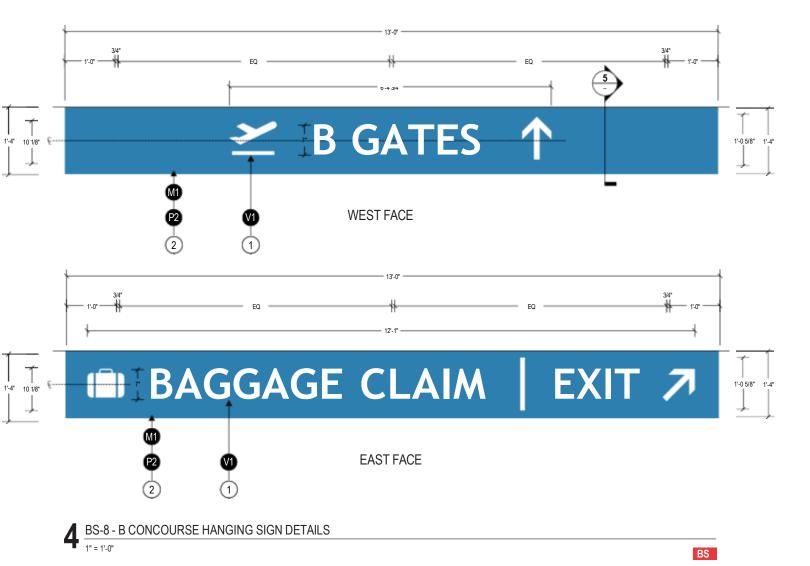
11/2" = 1'-0"

BS

B GATES ↑ CONCOURSE BEYOND **10-0* AFF (VERIFYIN FIELD)

3 BS-8 - B CONCOURSE HANGING SIGN ELEVATION (WEST FACE)





SIGNAGE GENERAL NOTES

- ALL LOCATIONS AND MEASUREMENTS ARE APPROXIMATE. THE FABRICATOR IS
 RESPONSIBLE FOR FIELD VERIFICATION AND COORDINATION OF ALL LOCATIONS
 AND FINAL DIMENSIONS. THE FABRICATOR SHALL NOTIFY THE OWNER AND A&E
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 REQUIRED, AND APPLIED TO THE FINAL SPECIFIED MATERIAL(S) AS INDICATED;
 MANUAL COLOR FOR THE STATE OF THE STA
- B. SAMPLES OF EACH PROJECT MATERIAL, FINISHED AS REQUIRED; MINIMUM SIZE 5" X 5".
- C. COPY AND TEXT LAYOUTS: SCALED LAYOUTS OF EACH SIGN INCLUDING COPY, SYMBOLS, AND SIGN PANEL BOUNDARY; LAYOUTS SHALL BE LABELED WITH SIGN TYPE, LOCATION NUMBER, AND SIDE AS REQUIRED.

COLORS & MATERIALS

- 3M PRESSURE SENSITIVE CUT TO SHAPE VINYL. COLOR V
- 3/16" ALUMINUM PANEL OR APPROVED EQUAL
- PAINTED BLACK; MATCH COLOR & FINISH TO EXISTING SIGNS
- P2 POWDERCOATED TO MATCH PMS 307C; MATCH COLOR & FINISH TO

KEY NOTES

- CUT TO SHAPE 3M PRESSURE SENSITIVE VINYL. ADHERED TO FIRST SURFACE
- (2) 3/16" THICK ALUMINUM, EDGES TO BE ROUNDED SMOOTH TO TOUCH.
 POWDERCOAT TO COLOR AS NOTED. NO FASTENERS TO BE VISIBLE ON
- (3) 3/4" ALUMINUM SQUARE TUBING. ALUMINUM FRAME TO MATCH ALUMINUM FACE OUTER DIMENSIONS. ALL WELDS TO BE GROUND SMOOTH TO

project MSO EGD GRAPHICS

project# **16131.70**

phase
BIDDING DOCUMENTS



FLAG SIGN 1: PLAN SECTION (TYP.)

FS1: MEN RESTROOM LAYOUT - FRONT

WOMEN &

FS1: WOMEN RESTROOM LAYOUT - FRONT

FS1: FAMILY RESTROOM LAYOUT - FRONT

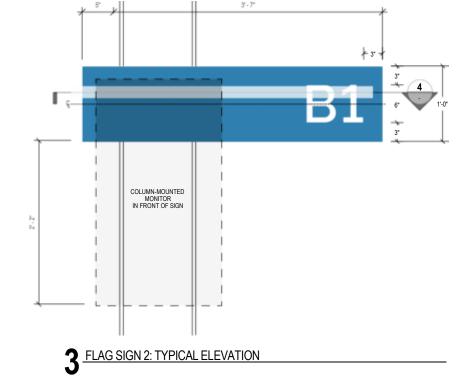
MOUNTING PLATE ±1'-2" (VIF TO MATCH EXISTING)



FLAG SIGN 1: VERTICAL SECTION (TYP.)

FS1

FACES FROM 3/16" ALUMINUM OR APPROVED EQUAL, MECHANICALLY FASTENED TO FRAME WITH NO VISIBLE HARDWARE ON FACE



FS2

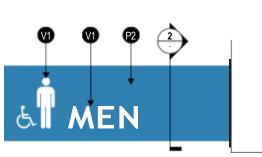


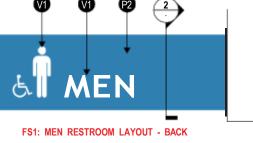
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COLORS & MATERIALS

- PAINTED BLACK; MATCH COLOR & FINISH TO EXISTING SIGNS
- POWDERCOATED TO MATCH PMS 307C; MATCH COLOR & FINISH TO EXISTING SIGNS
- 3M PRESSURE SENSITIVE OPAQUE WHITE VINYL, CUT TO SHAPE.



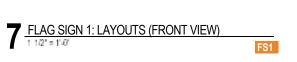


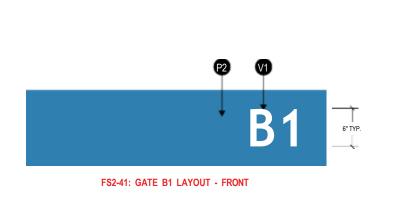






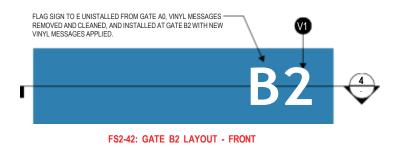


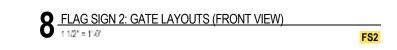


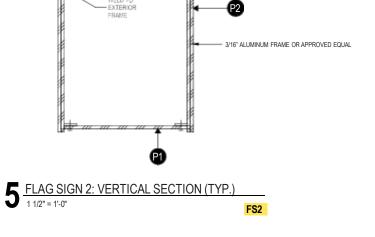


4 FLAG SIGN 2: PLAN SECTION (TYP.)

ALUMINUM TAB WELD TO FRAME

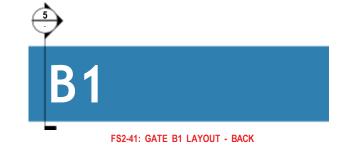






SELF TAPPING METAL SCREW

3/16" ALUMINUM OR APPROVED EQUAL, PAINT BLACK





9 FLAG SIGN 2: GATE LAYOUTS (BACK VIEW) FS2



EGD GRAPHICS

MSO

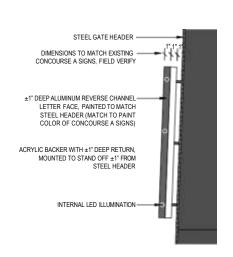
project# **16131.70**

SIGNAGE DETAILS (CONTINUED)

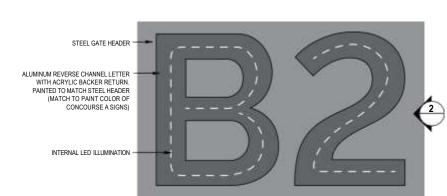




FS1: RESTROOM LAYOUT - FRONT



2 GS: GATE DOOR SIGN SIDE VIEW
1 1/2" = 1'-0"



 $3_{\frac{\text{GS: GATE DOOR SIGN ENLARGED}}{1.1/2"=1"\cdot0"}}$



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B. SAMPLES OF EACH PROJECT MATERIAL, FINISHED AS REQUIRED;

MINIMUM SIZE 5" X 5".

EXISTING SIGNS

COLORS & MATERIALS

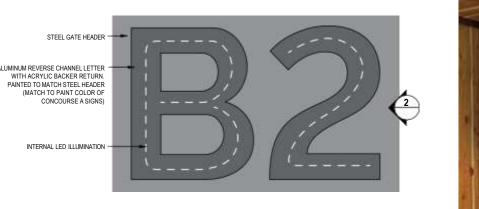
PAINTED BLACK; MATCH COLOR & FINISH TO EXISTING SIGNS

3M PRESSURE SENSITIVE OPAQUE WHITE VINYL, CUT TO SHAPE. DIGITALLY PRINTED FACE TO MATCH P2.

POWDERCOATED TO MATCH PMS 307C; MATCH COLOR & FINISH TO

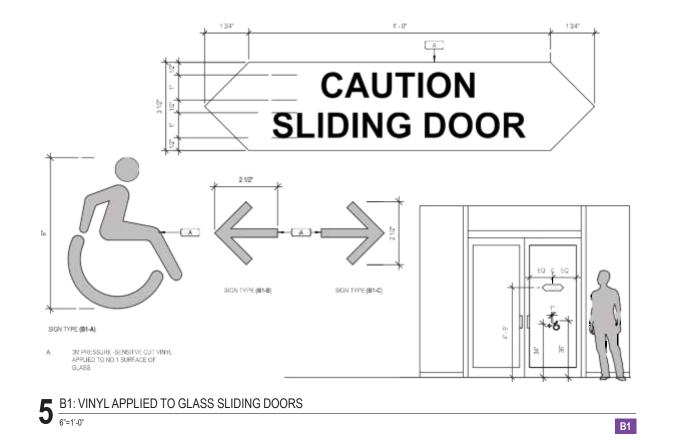
DESIGN OF ANY DISCREPANCIES BETWEEN THE FIELD CONDITIONS AND DRAWINGS, LOCATION PLANS, OR MESSAGE SCHEDULE PRIOR TO FABRICATION.





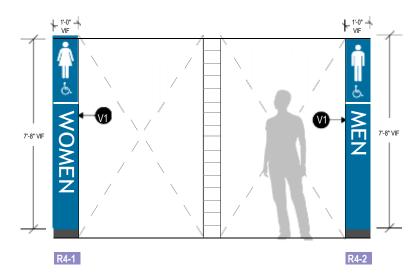
GS



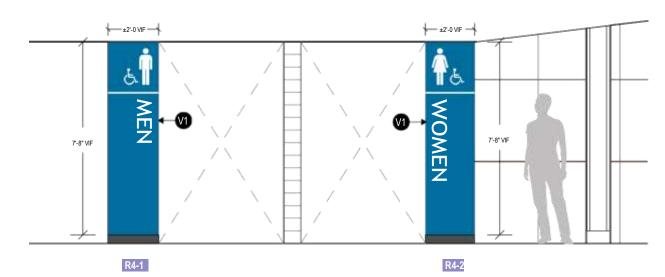


GS





7 R4: VINYL RESTROOM GRAPHICS @ L1 WEST ENTRY 1/2"=1'-0"



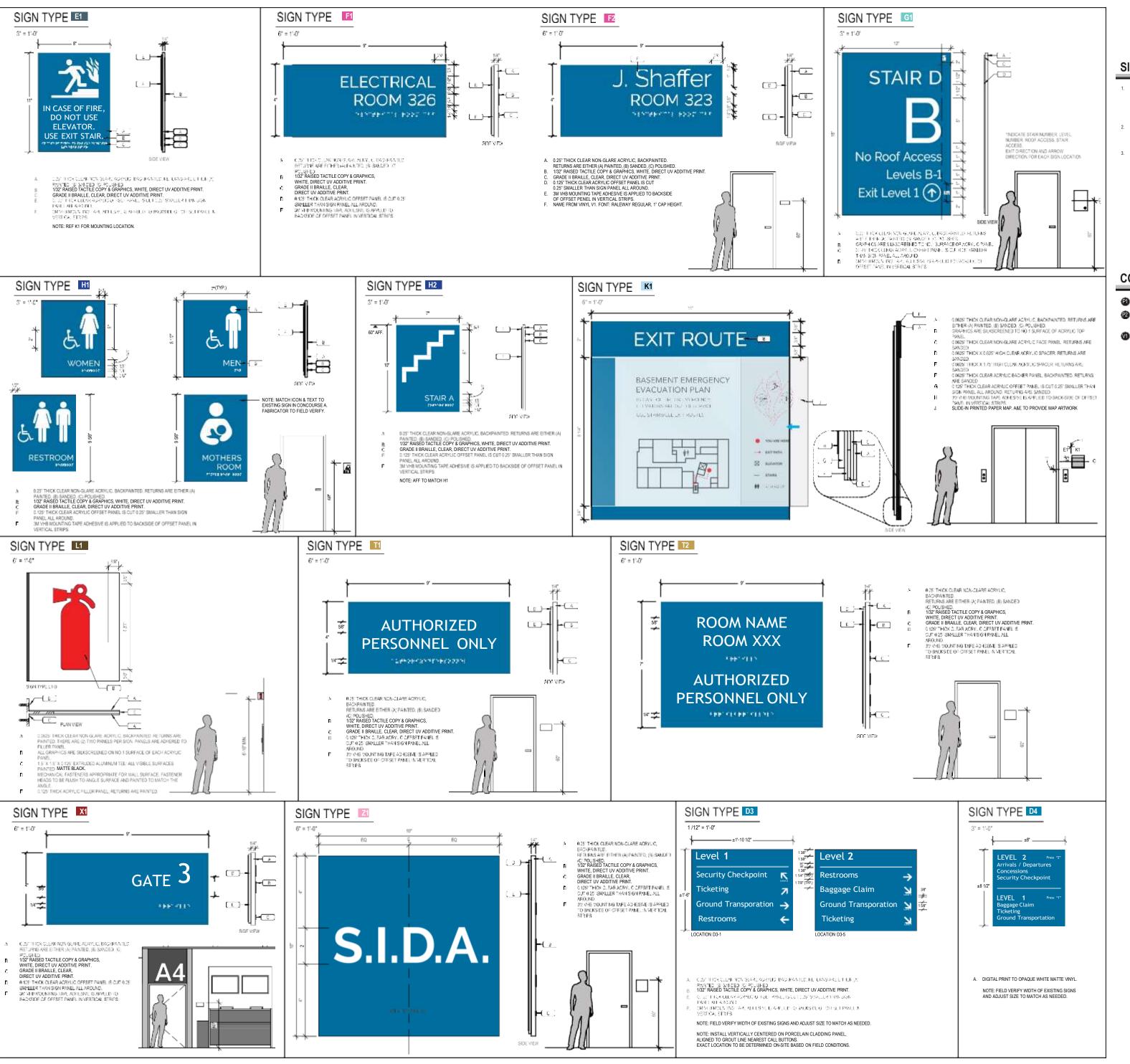
 $8^{\frac{\text{R4: VINYL RESTROOM GRAPHICS @ L1 EAST ENTRY}}{1/2"=1'-0"}}$

issue date 05.24.2024

EGD GRAPHICS MSO project# **16131.70**

BIDDING DOCUMENTS





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COLORS & MATERIALS

- PAINTED BLACK; MATCH COLOR & FINISH TO EXISTING SIGNS
- POWDERCOATED TO MATCH PMS 307C; MATCH COLOR & FINISH TO
- 3M PRESSURE SENSITIVE OPAQUE WHITE VINYL, CUT TO SHAPE.

EXISTING SIGNS

et SIGNAGE DETAILS (CONTINUED)

project# **16131.70**

phase
BIDDING DOCUMENTS



issue date 05.24.2024

AG3.4

GENERAL NOTES

KEYNOTES

ACRYLIC.

ALL SITE MEASUREMENTS ARE APPROXIMATE. FABRICATOR TO FIELD VERIFY TO DETERMINE EXACT DIMENSIONS AND CONDITIONS.

1/2" THICK PLY SPECIES MAPLE, STOOD OFF 3/4"
FROM BACK WALL. SANDED SMOOTH TO TOUCH,
FINISH TO MATCH INSTALLED PANELS AT TICKETING

2 1/2" THICK ACRYLIC ICONS ADHERED DIRECT TO FACE WITH NON-DIMENSIONAL ADHESIVE. DIECUT VINYL GRAPHICS TO BE APPLIED TO ACRYLIC ICON FACE. COLOR AND FINISH TO MATCH INSTALLED TICKET WALL ICONS. COLOR: BLUE #2026 CAST

TRAIL GRAPHIC TO BE ROUTED 1/8" DEEP INTO PLY WITH PAINT INFILL. COLOR MATCH PAINT INFILL TO

(4) 1/8" BLUE #2026 CAST ACRYLIC (MANUFACTUERE: PROM PROFESSIONAL PLASTIC) TO BE POCKETED INTO THE BACK OF THE PANELS FOR A FLUSH BACKER. ACRYLIC TO COLOR MATCH INSTALLED TICKETING WALL RIVER ACRYLIC. NO VISIBLE FAS-

TENERS TO BE VISIBLE ON FACE.

5 CUT TO SHAPE VINYL APPLIED TO FACE. COLOR TO MATCH PANTONE 654C.

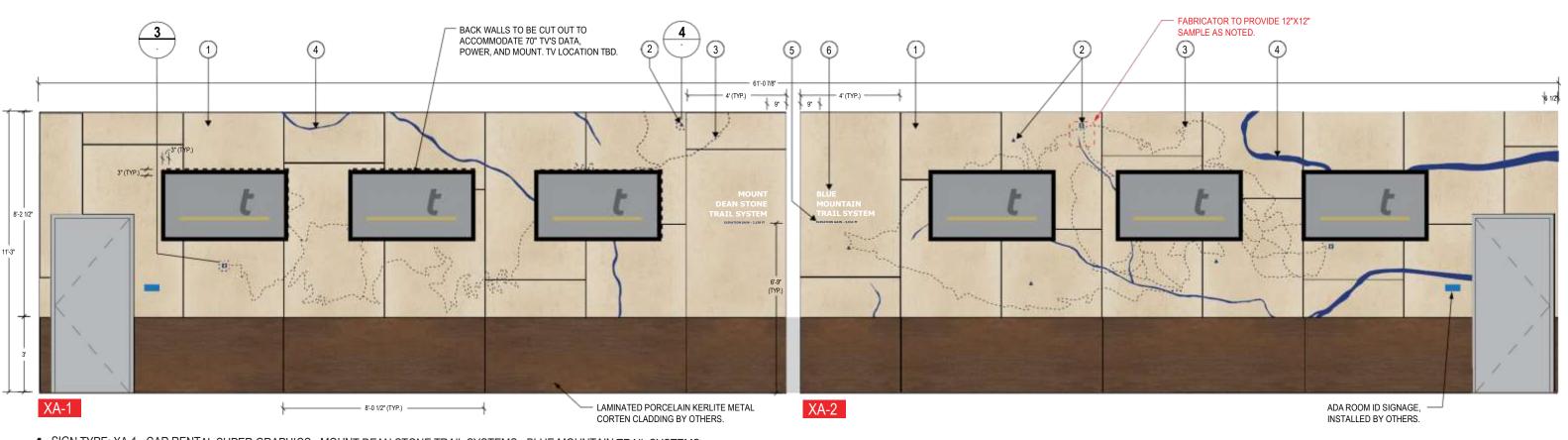
BEHIND FOR MAINTENANCE.

SW6069 FRENCH ROAST.

WALL. 1/2" GAP AROUND ALL PLY WOOD EDGES.
NO FASTENERS TO BE VISIBLE ON FACE, PANELS MUST BE REMOVABLE TO PROVIDE ACCESS TO WALL

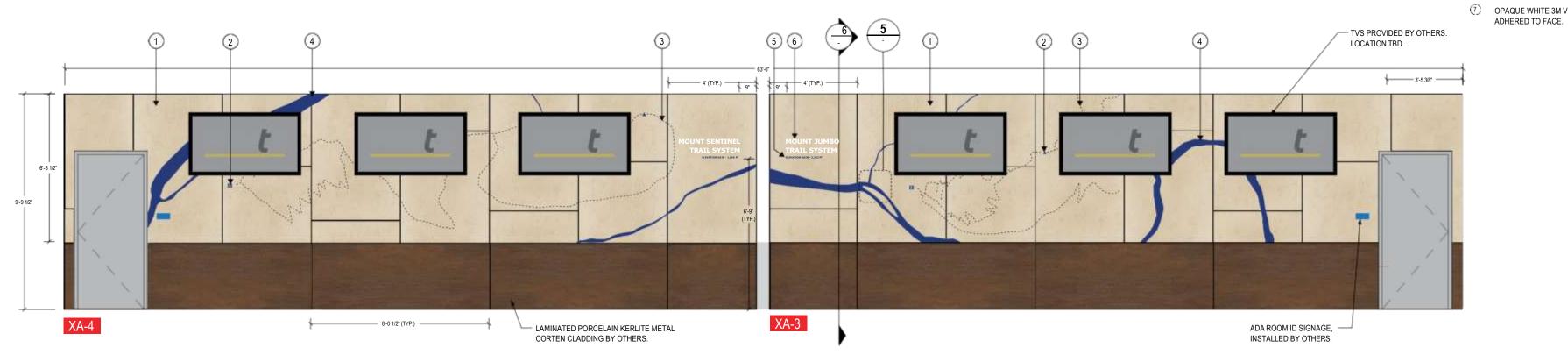
BIDDING DOCUMENTS

issue date 05.24.2024 AG3.5

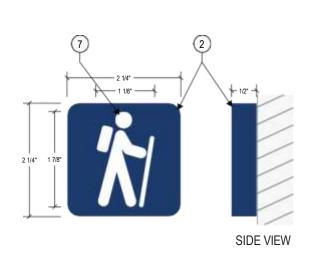


SIGN TYPE: XA-1 - CAR RENTAL SUPER GRAPHICS - MOUNT DEAN STONE TRAIL SYSTEMS - BLUE MOUNTAIN TRAIL SYSTEMS

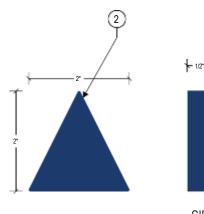
1/2" = 1'-0"



 $\mathbf{2}_{\frac{1}{12^{\circ}}=1^{\circ}-0^{\circ}}^{\text{SIGN TYPE: XA-4 - CAR RENTAL SUPER GRAPHICS - MOUNTAIN SENTINEL TRAIL SYSTEMS \& MOUNT JUMBO TRAIL SYSTEMS}$



3 SIGN TYPE XA: TRAIL HEAD ICON - DETAIL 1" = 1"



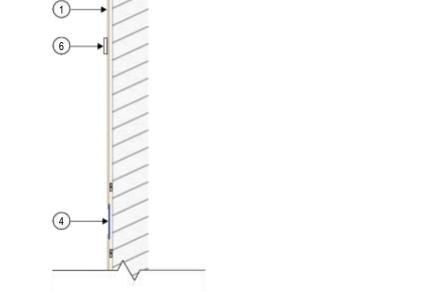
SIDE VIEW











6 SIGN TYPE XA-3: CROSS SECTION 11/2" = 1'-0"

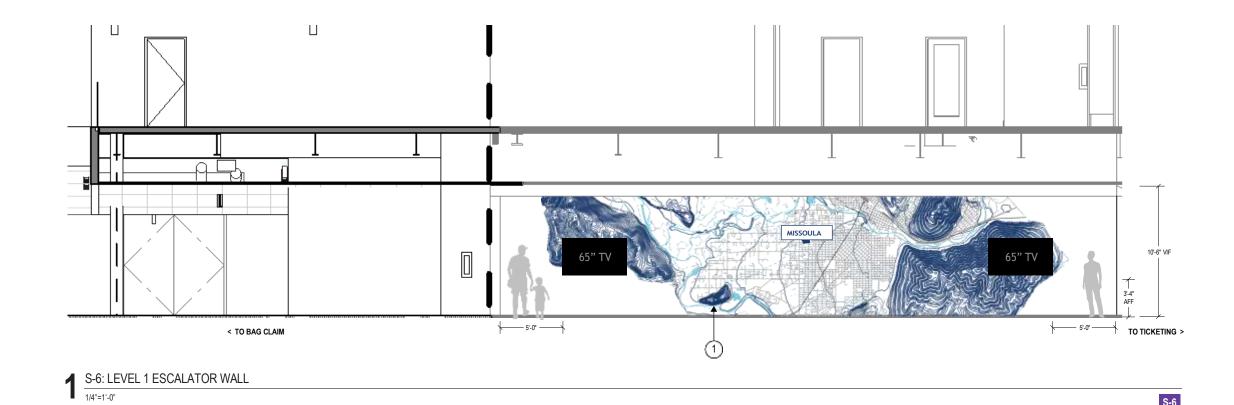
SIGNAGE GENERAL NOTES

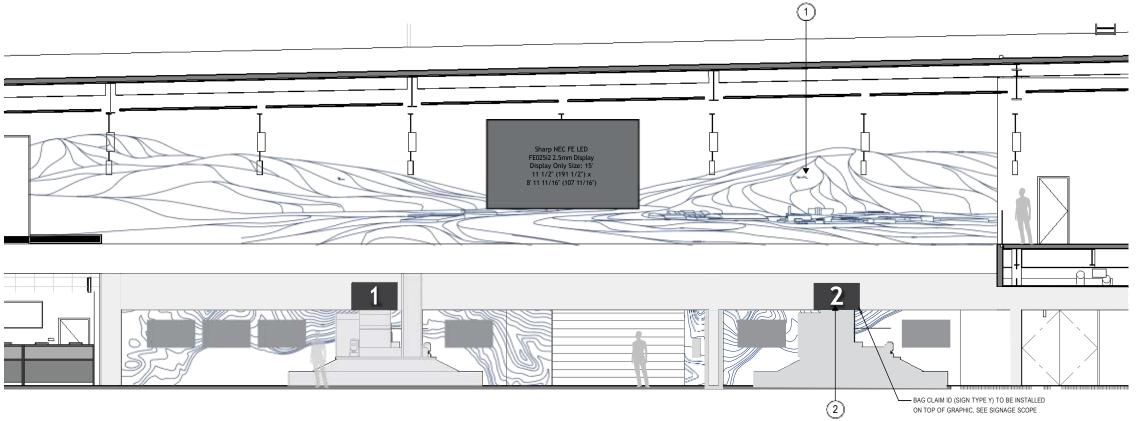
- HIGH-RESOLUTION DIGITAL PRINT ONTO MATTE WHITE VINYL, APPLIED TO INTERIOR WALL, GRAPHICS WRAP RETURN EDGES OF WALL, SEAMS TO BE AS DISCREET AS POSSIBLE, SEAL WITH A SATIN CLEAR-COAT FOR PROTECTION. DESIGNER TO PROVIDE ARTWORK.
- 2 PAINT TO COLOR AS NOTED.

KEYNOTES

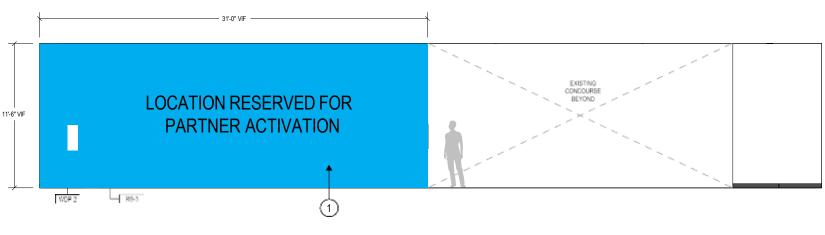


S-6









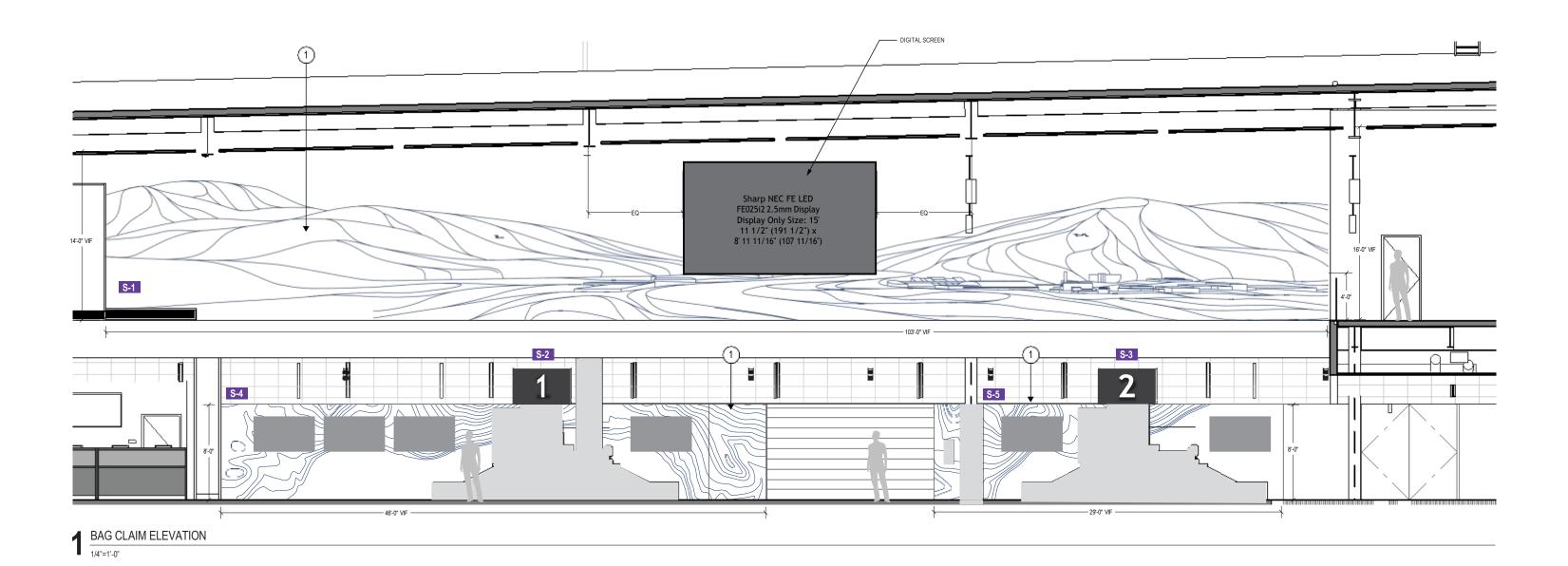
 $3_{\frac{S-7:\,LEVEL\,2\,EAST\,CONCOURSE\,WALL}{1/4"=1'\cdot0"}}$ **S-7**

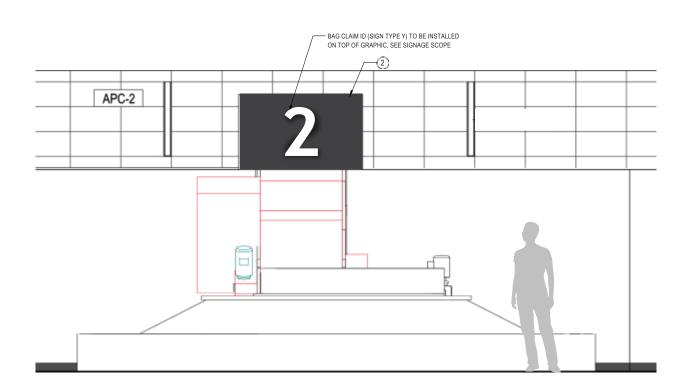
MSO EGD GRAPHICS EGD (CONTINUED)

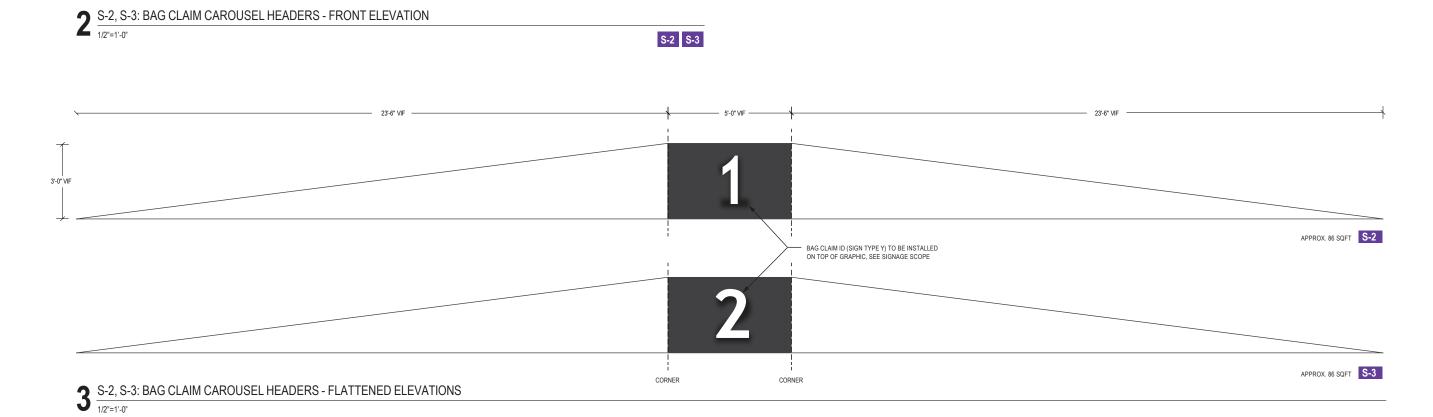
project# **16131.70**

BIDDING DOCUMENTS









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KEYNOTES

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- 2 PAINT TO COLOR AS NOTED.

MSO EGD GRAPHICS

project# **16131.70**

BIDDING DOCUMENTS



issue date 05.24.2024 **AG3.7** APPROX. 63 SQFT S-8

APPROX. 63 SQFT S-11

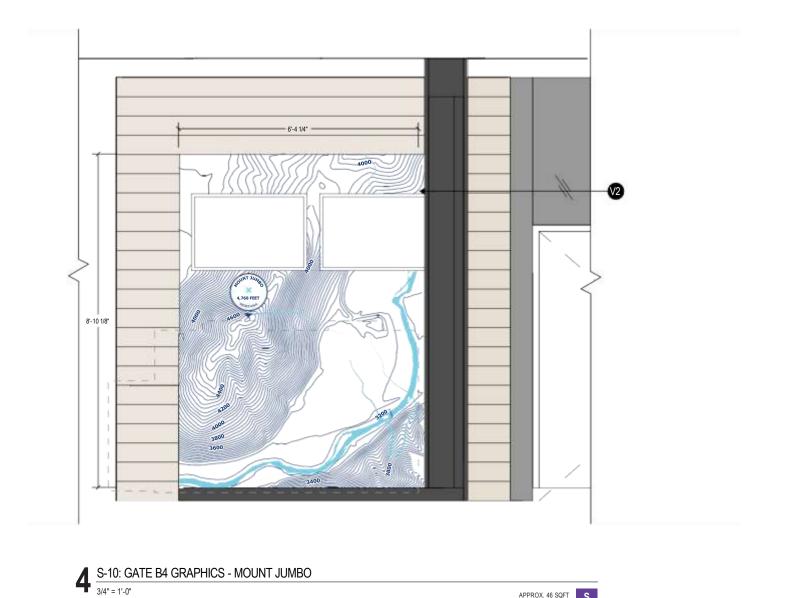
S-8: GATE B1 GRAPHICS - BLACK MOUNTAIN

3/4" = 1'-0"



1 3 S-11: GATE B3 GRAPHICS - LOLO PEAK MOUNTAIN

3/4" = 1'-0"



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MSO EGD GRAPHICS

project# **16131.70**

BIDDING DOCUMENTS



issue date 05.24.2024 AG3.8



FASTSIGNS of Missoula 2825 Stockyard Road, STE F5 Missoula, MT 59808 406-541-2499 Contact: Todd Taylor

PHASE 2+3 | EAST CONCOURSE EXPANSION

TYPE	DESCRIPTION	LB	LO1	LO2	Phase 3	QUANTITY TOTAL	MATERIAL COSTS	INSTALLATION
XA	RENTAL CAR DISPLAY WALLS		4			4	\$ 43,500.00	\$ 10,500.00
BS	BLADE SIGN			2		2	\$ 12,588.00	\$ 4,800.00
FS1	FLAG SIGN - RESTROOM			4		4	\$ 6,368.00	\$ 2,200.00
FS2	FLAG SIGN - GATE			2	2	4	\$ 11,920.00	\$ 3,600.00
B1	VINYL SLIDING DOOR		16			16	\$ 2,685.00	\$ 850.00
C1	VINYL - NO SMOKING		4			4	\$ 890.00	\$ 250.00
D4	LEVEL DIRECTORY ELEVATOR CAB	1				1	\$ 325.00	\$ 185.00
D3	LEVEL DIRECTORY AT ELEVATOR		1	1		2	\$ 1,825.20	\$ 480.00
GS	GATE SIGN			2	2	4	\$ 6,892.00	\$ 3,200.00
E1	ADA - IN CASE OF FIRE	1	1	2		4	\$ 594.88	\$ 133.40
F1	ADA - ROOM ID	6	26	7		39	\$ 2,372.76	\$ 1,586.00
F2	ADA - ROOM ID W/ VINYL NAME		10			10	\$ 608.40	\$ 333.50
G1	ADA - STAIR LEVEL EGRESS	1	3	2		6	\$ 2,190.24	\$ 200.10
H1	ADA - RESTROOM ID		5	6		11	\$ 1,146.03	\$ 366.85
H2	ADA - STAIR ID		3	2		5	\$ 612.63	\$ 166.65
K1	EVAC MAP	1	1	2		4	\$ 817.00	\$ 158.90
L1	FLAG SIGN = FEC / AED	1	7	4		12	\$ 3,540.00	\$ 792.00
T1	ADA - AUTHORIZED PERSONNEL ONLY			3	2	5	\$ 182.52	\$ 135.00
T2	ADA - ROOM ID (AUTHORIZED)		6	7	2	15	\$ 1,384.11	\$ 585.00
Z1	SIDA			2		2	\$ 270.00	\$ 95.00
X1	ADA - GATE ID			2	2	4	\$ 676.00	\$ 180.00
R4			2			2	\$ 787.00	\$ 325.00
	Total	11	89	50	10	160	\$ 102,174.77	\$ 31,122.40
	GRAND TOTAL MATERIALS ANI					\$133,297.17		

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services

Review, discussion and possible approval of Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services and matters related thereto. **ACTION ITEM**

2. AGENDA CATEGORY: (Please highlight)

UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. TIME REQUIRED: 5 Minutes

- 4. BACKGROUND INFORMATION: At the July 2024 meeting, the Board awarded the bid for ARFF Vehicle Cleaning Services to TRS Group, Inc. Staff has now completed negotiations and are bringing the contract for your approval. The contract includes the ARFF Cleaning Services Contract, Required Federal Provisions, the RFP and TRS' response to the RFP. As noted at the July meeting, these services are highly sought after right now as almost all airports transition to fluorine free foams. The contract requires that TRS complete all work on or before May 31, 2025.
- **5. BUDGET INFORMATION**: \$315,493.00 From Reserves AIP Funding should be available for future reimbursement
- **6. SUPPLEMENTAL AGENDA INFORMATION:** ARFF Vehicle Cleaning Services Contract and exhibits attached.
- **7. RECOMMENDED MOTION**: Move to approve Contract with TRS Group, Inc. for ARFF Vehicle Cleaning Services.
- **8. PREPARED BY**: Lynn Fagan
- COMMITTEE REVIEW: None

ARFF VEHICLE CLEANING SERVICES CONTRACT

THIS ARFF VEHICLE CLEANING SERVICES CONTRACT ("Contract") is made and entered into this 27th day of August, 2024, by and between the MISSOULA COUNTY AIRPORT AUTHORITY, a municipal airport authority organized under Montana law, 5225 Highway 10 West, Missoula, MT 59808 ("MCAA") and TRS Group Inc., a Washington corporation registered to do business in Montana ("Contractor").

Recitals

- 1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport").
- 2. MCAA issued a Request for Proposals for ARFF Vehicle Cleaning services on June 27, 2024 ("RFP").
- 3. Five companies requested the RFP documents; however, only one proposal from TRS Group, Inc. was received.
- 4. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
- 5. MCAA determined that Contractor's proposal is the most advantageous to the Airport and MCAA's Board of Commissioners awarded the RFP to TRS Group, Inc. at its regular meeting on July 30, 2024;

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Contract and the performance of the covenants, terms and conditions of this Contract, the sufficiency of which is recognized by both parties, the parties agree as follows:

- Scope of Services. The Contractor shall provide the specific services, tasks, or work products shown in the Contract Documents which are generally described as ARFF Vehicle Cleaning Services ("Services") and described in detail in Contractor's response to the Request for Proposals.
- 2. <u>Contract Documents</u>. "Contract Documents" as used herein shall mean and include the documents listed below, all of which are by this reference incorporated into and made a part of this Contract. The provisions of this Contract are complimentary and shall be interpreted to give effect to all of its provisions. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed shall govern, except as otherwise specifically stated:
 - a. Contract Amendments executed after Contract Award
 - b. This ARFF Cleaning Services Contract
 - c. Required Federal Provisions
 - d. Request for Proposals for ARFF Vehicle Cleaning Services
 - e. Contractor's response to the Request for Proposals ("RFP")

- Contract Time. Work under this Contract shall be commenced upon written notice to proceed and shall be completed on or before May 31, 2025. Work shall be scheduled and shall proceed in a manner which will allow the Contractor to meet this requirement.
- 4. <u>Contract Price.</u> MCAA agrees to pay and the Contractor agrees to accept, in full payment for the performance of this Contract, the Contract amount of \$315,493.00 in accordance with Contractor's response to the RFP. Payment for services shall be made within thirty (30) days of receipt of an accurate invoice from Contractor. MCAA may withhold partial payment otherwise due to Contractor on account of unsatisfactory performance on any or all of the services specified herein. Acceptance of full payment by Contractor shall constitute a waiver of all claims, of whatever kind or nature, by Contractor against MCAA.
- 5. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this Contract and is not to be considered an employee of MCAA for any purpose. Contractor is not subject to the terms and provisions of MCAA's personnel policies handbook and may not be considered an MCAA employee for workers' compensation or any other purpose. Contractor is not authorized to represent MCAA or otherwise bind MCAA in any dealings between Contractor and any third parties. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Contract.
- 6. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse

to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.

- 7. <u>Assignability</u>. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written approval of MCAA.
- 8. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action arising from Contractor's negligent acts or omissions, professional negligence, or malpractice; Contractor's non-performance or purported non-performance of this Contract; or any breach by Contractor of the terms of this Contract or any such acts, omissions, negligence, professional negligence, or malpractice of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action. The duty to defend under this section is independent and separate from the duty to indemnify.

9. <u>Insurance</u>. Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Contractor will be required to provide professional liability insurance.

Contractor shall maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, or subcontractors.

All insurance policies required, including workers' compensation insurance, must be from an insurance carrier licensed to do business in the State of Montana. Contractor agrees to provide proof of insurance prior to commencing work under this Contract. MCAA must be listed as an additional insured on the general liability insurance certificate for this Contract unless otherwise agreed to in writing by MCAA.

- 10. <u>Modifications</u>. This Contract may be modified in writing at any time by mutual agreement of MCAA and Contractor.
- 11. <u>Records.</u> Contractor shall maintain sufficient records incident to the performance of this Contract to enable MCAA to document the performance of this Contract. Contractor shall allow access to those records by MCAA. Records shall be maintained for at least three years after completion of this Contract.
- 12. Public Access to Information. Contractor acknowledges that MCAA is a political subdivision of the State of Montana and its records are public and subject to disclosure under Montana law. Certain limited information may be protected from disclosure. Protected information includes information concerning individual privacy, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Contract and its performance which may include protected information.
- 13. <u>Notices.</u> A notice, demand or other communication under this Contract by one party to the other shall be sufficiently given or delivered if it is dispatched by mail postage prepaid, return receipt requested, delivered personally, or by electronic mail; and
 - a. In the case of Contractor is addressed, delivered personally, or by electronic mail to:

David Fleming TRS Group, Inc. 8901 Rawles Avenue Indianapolis, IN 46219 dfleming@thermalrs.com

b. In the case of MCAA, is addressed, delivered personally, or by electronic mail to:

Brian Ellestad, Airport Director Missoula County Airport Authority 5225 Highway 10 West Missoula, MT 59808-9399 bellestad@flymissoula.com

- 14. <u>Governing Law and Venue</u>. This Contract shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Contract shall be in Missoula County, Montana.
- 15. <u>Merger</u>. This Contract represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Contract is in substitution of and supersedes any and all prior

- agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 16. <u>Partial Invalidity</u>. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 17. Attorney Fees. In any action brought by either party to enforce any of the terms of this Contract, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 18. <u>Headings and Captions</u>. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Contract into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Contract.
- 19. <u>Waiver</u>. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Contract.
- 20. <u>Amendments</u>. This Contract may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Contract.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Contract as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY	CONTRACTOR - TRS Group		
	Daniel Oberla		
By: Brian Ellestad, Airport Director	By: Dan Oberle, PE, JD		

REQUIRED FEDERAL CONTRACT PROVISIONS

The following provisions are attached and incorporated by reference into the Contract for ARFF Vehicle Cleaning Services between the Missoula County Airport Authority ("MCAA" or "Owner") and TRS Group Inc., a Washington corporation registered to do business in Montana ("Contractor").

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex):

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include these General Civil Rights Provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Contract Assurance -

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance

services or equipment in compliance with the National Defense Authorization Act [Public Law $115-232 \ 889(f)(1)$].

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

- A. Checking the System for Award Management at website: http://www.sam.gov.
- B. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
- C. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

This agreement incorporates by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor - Wage and Hour Division.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This agreement and all contracts and subcontracts that result from it incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Contractor, terminate this Agreement for its convenience and without cause or default on the part of Contractor. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Contractor must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice, plus the demobilization charges. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Contractor to:

Perform the services within the time specified in this contract or by Owner approved extension;

Make adequate progress so as to endanger satisfactory performance of the Project; or

Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Contractor must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Contractor was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Contractor**: The Contractor may terminate this Agreement for cause in whole or in part, if the Owner:

Defaults on its obligations under this Agreement;

Fails to make payment to the Contractor in accordance with the terms of this Agreement;

Suspends the project for more than 180 days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Owner agrees to cooperate with Contractor for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Contractor is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Owner agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnamera veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Proposal from TRS Group, Inc.

MISSOULA MONTANA AIRPORT ARFF VEHICLE CLEANING SERVICES using the PerfluorAd™ Process



Missoula County Airport Authority (MSO)
Missoula Montana Airport (MSO)
5225 Broadway Street West
Missoula, MT 59808
July 22, 2024





General Information and Qualifications

a. History of TRS Group, Inc.

Formed in Washington state in September 2000, TRS Group, Inc. (TRS) provides thermal remediation of hazardous and toxic substances in soil and groundwater including per- and polyfluoroalkyl substances (PFAS). In 2021, TRS entered into an exclusive licensing agreement with Cornelsen in Essen, Germany, to bring the PerfluorAd™ process to North America for the decontamination of aqueous film forming foams (AFFF) in mobile and fixed fire suppression systems and treatment of PFAS in rinsate. This technology dramatically reduces the amount of waste requiring offsite disposal.

In 2016, TRS became a 100% employee-owned company (ESOP), which has fostered a collaborative and cooperative culture. TRS has 68 employee-owners working throughout the United States with an equipment and materials warehouse in Indianapolis, Indiana. TRS has joint ventures in Europe, South America, and Asia.

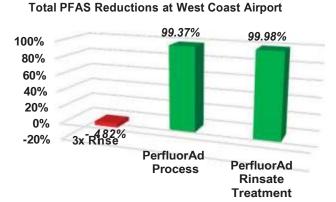
TRS and USI Insurance Services are both registered to perform work in Montana.

b. Experience in Successful Cleanout of ARFF Vehicles of Comparable Size

Why TRS Group?

- Staff located in Missoula, Montana
- Exclusive North American licensee of PerfluorAd for cleaning AFFFimpacted systems
- Completed more than 150 AFFF cleanouts in ARFF vehicles worldwide
- Martin Cornelsen, the inventor of PerfluorAd, is on our team
- Consistently achieve more than up to 99% PFAS reductions in vehicles and rinsate wastewater
- With approval, onsite discharge of treated rinsate to sewer
- Excellent reduction of waste requiring off-site disposal
- Reduces liability and costs
- Excellent safety record
- Collaborative and cooperative culture

Since 2017, Cornelsen in Europe and TRS in the USA have completed AFFF decontamination using the PerfluorAd™ process in over 150 airport rescue and structural firefighting vehicles, over 50 fixed fire suppression systems and treated 130 million gallons of PFAS impacted wastewater. Cornelsen supports



following triple water rinse. The rinsate was discharged onsite.

TRS with decontamination and water treatment projects in North America. We consistently reduce PFAS concentrations allowing on-site discharge, when permissible, reducing waste volumes, costs and liability associated with off-site disposal. The left chart shows results of the PerfluorAd™ process verses triple water rinse for AFFF cleanout in an airport firefighting truck. Concentrations of PFAS increased

Tables 1, 2, and 3 present contract examples, project results, and references, respectively, completed by Cornelsen in Germany and TRS in the USA that are similar to the scope of work, overall size, and



standards to the Missoula Montana Airport (MSO) project. The SEA and LAX Airport projects are in process and the Port of Oakland project is expected to begin in late 2024 or early 2025.

Table 1. Project Examples

Location	Contract Term	Scope of Work	Total Contract Value
Berlin Brandenburg Airport, Germany	2022 - 2023	8 Rosenbauer Panther ARFF Trucks	\$213,433
Bremen Airport, Germany	2022	3 Rosenbauer Panther ARFF Trucks	\$67,572
Frankfurt Airport, Germany	2022 – 2023	11 Rosenbauer Panther ARFF Trucks	\$262,782
Dept of Energy and Environment, CT	2021	3 Pierce trucks, 2 trailers	\$116,000
Major West Coast International Airport, CA	2022	1 Pierce Firefighting Truck	\$57,000
Confidential Client, 2023 Indianapolis, IN		1 Pierce PUC Pumper Truck	\$64,000
Seattle-Tacoma International, WA	2024	5 Rosenbauer and Oshkosh ARFF Trucks	\$300,000
Los Angeles World Airports, LAX Airport, CA	2024	14 Rosenbauer and Oshkosh ARFF and Structural Trucks, 1 storage tank	\$600,000
Port of Oakland, CA 2024-25		6 Oshkosh and Rosenbauer ARFF Trucks, 1 storage tank	\$500,000

Table 2. Project Results

Location	Onboard AFFF	Beginning Total	Volume of	Ending Total	% Total PFAS
	Tank(s)	PFAS (μg/l)	Rinsate	PFAS (μg/l)	Reduction
	(gallons)	Truck; Rinsate	Generated	Truck; Rinsate	Truck; Rinsate
			(gallons)		(single analytes)
¹ Berlin Brandenburg Airport	1,500	318	7,793	0.24	99.925
¹ Bremen Airport	Tank 1 – 750	Tank 1 – 157	13,314	Tank 1 – 0.03	Tank 1 – 99.983
	Tank 2 -750	Tank 2 – 487		Tank 2 – 0.02	Tank 2 – 99.996
¹ Frankfurt Airport	Tank 1 – 1,100	Tank 1 – 389	8,453	Tank 1 – 0.63	Tank 1 – 99.84
	Tank 2 – 1,100	Tank 2 – 415		Tank 2 – 0.13	Tank 2 – 99.97
² DEEP, CT	50 to 350	545 to 15,407	11,200	0.6 to 3.9	from 99.6 to
					99.98
³ Major West Coast	75	60	5,880	less than 0.002	from 99.4 to
International Airport, CA					99.98
⁴ Confidential Client,	275	1,438; 0.304	3,641	53; ⁵ND	96.3; 99.3
Indianapolis, IN					(95 to 100)
Seattle-Tacoma International	(4) – 420	Ongoing	Est. 20,300	Ongoing	Ongoing
Airport, WA	(1) - 640				
Los Angeles World Airports	(8) – 400	Ongoing	Est. 75,000	Ongoing	Ongoing
(LAWA), LAX Airport, CA	(4) – 50 to 200				
	(2) - 410				

Notes: 19 PFAS Compounds; 236 PFAS Compounds; 331 PFAS Compounds; 440 PFAS Compounds; 5(ND) Non-detect = <2 ng/l

Five of eight of projects in Table 2 Project Results are similar in scope to the MSO project, including AFFF cleanouts in comparably sized ARFF vehicles and treatment of PFAS in the rinsate. All the projects were contracted on a fixed price basis per vehicle.



All the ARFF vehicles in the three examples completed in Germany were Rosenbauer Panther ARFF trucks with similar or larger AFFF tanks compared to the three ARFF vehicles described in the MSO RFP. Note that Cornelsen has a lower cleaning price per vehicle, as it has a facility in Essen, Germany, where the ARFF vehicles are transported for cleaning, which eliminates travel, mobilization and demobilization costs for equipment, staff, and resources.

The three cleaning projects completed in the USA included four Pierce structural firefighting trucks, two trailers, and an Oshkosh ARFF vehicle with smaller AFFF tanks than the MSO vehicles. The two ongoing projects at the SEA and LAX Airports are being performed on Oshkosh and Rosenbauer ARFF vehicles with similar sized AFFF tanks.

The Connecticut DEEP and the Major West Coast International Airport projects involved AFFF cleanouts in structural firefighting vehicles and trailers and treatment of PFAS in the rinsate wastewater using the PerfluorAd™ process.

The volume of generated rinsate from the German and USA completed projects are similar and slightly less, respectively, than the estimated volume of rinsate expected at MSO. The estimated volume of rinsate expected at the SEA and Oakland Airports is larger. The cleaned rinsate from the German and three of the USA examples was or is being disposed into the onsite sewer or treatment plant. Additional project results and example final reports for completed projects are in Appendix 1.

Table 3. Project References

Company	Client Name	Title	Phone, Email
Berlin Brandenburg Airport, Germany	Markus Goertz	Chief, Technology &	+49-30-609113025
		Equipment	Markus.Goertz@berlin-airport.de
Bremen Airport, Germany	Michael Wiecker	Chief, Airport Fire	+49 421 5595-220
		Brigade	michael.wiecker@airport-
			bremen.de
Frankfurt Airport, Germany	Sebastian Gleser	Deputy Chief of Airport	S.Gleser@Fraport.de
		Fire Brigade	
Connecticut Department of Energy	Shannon Pociu	Environmental Analyst	(860) 424-3546
and Environment (DEEP)			shannon.pociu@ct.gov
AECOM	Ed Fahnline	Senior Environmental	(202) 597-9839
		Engineer	ed.fahnline@aecom.com
Major West Coast International	Jennifer Acton	Manager,	(650) 455-9241
Airport, CA		Environmental Ops	jennifer.acton@flysfo.com
Port of Seattle, Seattle-Tacoma	Randy Krause	Fire Chief	(206) 552-3384
International Airport, WA			Krause.R@portseattle.org
Port of Seattle, Seattle-Tacoma	Megan King	Environmental Program	(206) 861-6279
International Airport, WA		Manager,	King.M@portseattle.org
		Aviation Environment	
		and Sustainability	
Los Angeles World Airports (LAWA),	Allan Solórzano	Operations &	424-646-5026 (o)
LAX Airport, CA		Maintenance	310-491-6087 (c)
		Administration	asolorzano@lawa.org

Process Used

The PerfluorAd™ process removes PFAS from AFFF firefighting systems and is appropriate for varying water chemistries and contaminant content. PerfluorAd is a biodegradable, plant-based liquid. A difference in electrical charge is the main force that generates a connection, or ionic bond, between PerfluorAd and PFAS, forming a micro-floc large enough to be removed by sedimentation and filtration.

In typical AFFF tank clean-outs, the primary constituents of concern include a mixture of PFAS, predominantly Perfluorooctanoic acid (PFOA), Perfluorooctanesulfonic acid (PFOS), and Fluorotelomer Sulfonates (FTS); however, other fluoro-organic compounds could be present including the following analytes reported in the RFP - Perfluorononanoic Acid (PFNA), Perfluorohexane Sulfonate (PFHxS), and Perfluorobutanesulfonic Acid (PFBS).

The PerfluorAd™ process is unique in its ability not only to remove PFAS from the wetted surfaces of tanks, pumps, valves, pipes, etc., but also to remove PFAS from the generated rinsate, resulting in a significant reduction of waste volumes and costs. Further, TRS has achieved PFOA/PFOS concentrations of less than two parts per trillion (ppt), allowing for the on-site sanitary sewer discharge of the rinsate, if approved by the relevant stakeholders.

Description of the Firefighting Vehicles

Based on the request for proposal provided by the Missoula County Airport Authority (MSO), TRS hereby provides a proposal that meets or exceeds the requested scope of work. TRS will use the PerfluorAd™ process to clean out the AFFF tanks and associated discharge piping in each vehicle and treat the rinsate to levels allowing onsite discharge.

Note that as firefighting systems are complex, it is the MSO's responsibility to provide TRS with flow diagrams and equipment schematics of the systems and any modifications made to the systems.

Laboratory Analysis

TRS will use EPA Method 537 IDA, an isotope dilution analysis (IDA), that is used to determine PFAS concentrations in drinking water. We will include the 24 target analytes from DoD QSM 5.3 Appendix C for all water samples except the rinsate sample stored temporarily in the frac tank. We recommend EPA Method 1633 for the rinsate sample that includes 40 PFAS analytes for compliance and acceptance by the regulating authority. The objective is to remove as much PFAS from the AFFF concentrate tanks and reduce total PFAS concentrations in the rinsate to the extent practicable.

Step 1: System and Project Preparation

The firefighting vehicles and tank volumes requiring cleaning follow:

- 2021 Oshkosh Striker 1500 w/HRET 210-gallon AFFF tank
- 2007 Oshkosh Striker 1500 210-gallon AFFF tank
- 1997 E-One Titan 210-gallon AFFF tank

TRS and the MSO will schedule a mutually agreed upon date to complete the clean-outs. TRS will mobilize its treatment system via semi-truck and trailer to the MSO's designated location. TRS will provide a forklift to off-load and set the equipment upon arrival and reload for departure. The TRS



equipment is fully contained and will fit within a single firefighting truck bay (15'x40') with the exception of free standing storage tanks required for temporary storage of waste material.

While PerfluorAd is a plant-based, biodegradable, oleic acid that will not damage the rubber or plastic seals in firefighting systems, TRS recommends replacing them as they may retain PFAS. TRS also recommends the disposal/replacement of any fire hose exposed to AFFF, as they also will retain PFAS.

Step 2: Rinsing and Cleaning of a Firefighting Vehicle

TRS applies PerfluorAd using warm, potable water, heated to about 120 degrees Fahrenheit (°F). By awarding a contract based on this proposal, the Client acknowledges that the components inside the vehicle are suitable for this temperature. TRS will sample and analyze the potable water supply for PFAS prior to starting the clean-out. The MSO will inform TRS of any sections of the vehicle that have not been exposed to AFFF (e.g., bumper turret has never applied foam in training or event responses). TRS typically does not attempt to clean out these portions of vehicles. As mentioned earlier, it is the MSO's responsibility to provide TRS with flow diagrams and equipment schematics of the systems and any modifications made to the systems.

TRS will drain and containerize the existing AFFF concentrate from the vehicles.

To begin the process, once the AFFF is removed from the vehicle, TRS will perform a single potable water rinse of the AFFF storage tank. The AFFF concentrate and the first freshwater rinse will require off-site disposal, as the PFAS concentrations are too high for PerfluorAd™ treatment. TRS will containerize the first water rinse in IBC totes or drums. Prior to the initial water rinse, TRS will use a scope camera to inspect, to the extent practicable, the interior of the tank and note the materials of construction and any areas of concern or anomalies. TRS will store the tank interior videos and photos of the tank interior for comparison to a post-cleaning inspection. Based on our observations, TRS will inform the MSO of potential conditions of concern of any of the AFFF tanks, including interior surface cracks or gouges, pitting, or repair points. TRS has observed that fiberglass and metal AFFF tanks seem the most prone to rebound of PFAS after treatment.

TRS will collect samples of the first potable water rinse as the baseline concentrations for each vehicle, the final rinse and polished rinsate during the cleaning process. TRS's price includes labor for the collection, analysis, and shipment of the samples to the Enthalpy Laboratories located in Wilmington, North Carolina.

After completion and sampling of the first water rinse, TRS will begin rinsing the system using heated water enriched with the PerfluorAd™ concentrate. TRS generates the solution in a mixing tank and recirculates it for a minimum of 90 minutes through the vehicle by pumping it from the mixing tank into the vehicle's AFFF tank, through its AFFF distribution network, and back to the mixing tank. Thereafter, TRS rinses the vehicle again with potable water. TRS may rinse larger firefighting vehicles in different sections, increasing the clean-out completion time.

TRS will rinse the vehicle a minimum of three cycles, which consists of a PerfluorAd™ solution rinse followed by a potable water rinse, to a maximum of five cycles with varying PerfluorAd™ dosage concentrations, depending on the amount of AFFF remaining in the system. TRS uses foam development as a visual measure of rinse effectiveness. If TRS observes foaming, we re-apply the solution. The AFFF concentrate tanks may require manual cleaning with brushes, steam jet, or rotating nozzle, depending



on the amount of residual AFFF in the AFFF tank. Note that TRS has included this manual cleaning in the price.

After each PerfluorAd™ cleaning cycle, TRS will pump the rinsate into a sedimentation tank for temporary storage. TRS will collect a water sample from the last potable water rinse of the vehicle and submit it to the Enthalpy Laboratories for PFAS analysis. TRS will pump the final freshwater rinse into the stirring and sedimentation tank, thereby completing the vehicle clean-out process.

After the third or fourth flush, TRS will perform a second visual inspection using the scope camera, to the extent practicable, to ascertain if any deposits of dried AFFF remain in the tank. TRS may elect to perform an additional PerfluorAd™ cleaning cycle if inspection results reveal any remaining AFFF residue. As PFAS are extremely tacky and will adhere to internal surfaces of firefighting systems, TRS does not expect 100 percent removal.

Step 3: Treating the Rinsate Water

The next step is the treatment of the clean-out rinsate applying the PerfluorAd™ process. Concurrent with the PerfluorAd™ rinse of the vehicles, TRS will mix PerfluorAd and a neutral flocculant aid with the collected rinsate in the sedimentation tanks. After a short mixing period, TRS will turn off the mixer and allow the solution to settle for a minimum of 120 minutes. Then TRS will pump out the settled solids (PFAS sludge) from the bottom of the sedimentation tank and pump the remaining rinsate through a bag filter to separate any remaining turbidity and flocs.

To polish the rinsate, TRS then will pump it through two liquid-phase granular activated carbon (LGAC) vessels in series. TRS will store the treated rinsate temporarily in a frac tank, which will be stationed close to the clean-out area. TRS will place the frac tank in rented spill containment. Once TRS has completed the clean-outs and decontamination of its equipment, TRS will collect a composite sample from the frac tank and submit it to the laboratory for expedited analysis (if available), reducing the tank rental period. Please note that laboratory turnaround times are not guaranteed and may vary. TRS will consolidate the recovered PFAS sludge into a container, dewater it to the extent practicable, and containerize it for off-site disposal. Once the analytical results confirm the rinsate meets the discharge criteria, TRS will discharge the rinsate from the frac tanks, power wash or hose rinse the interior of the tanks (without entering the tank) and prepare the tanks for demobilization. TRS assumes the frac tank will be stationed near a discharge point and the rinsate will not require to be hauled or relocated.

While TRS does not provide performance guarantees, our experience is the process should reduce PFOA, PFOS, PFNA, PFHxS and PFBS in the vehicles between 95 and 99 percent and reduce the concentrations in the rinsate to the single digit nanograms per liter range. TRS included processing the rinsate through another pass of fresh LGAC, further reducing the total PFAS concentrations.

PerfluorAd™ Mobile, Batch Treatment Assumptions

TRS will complete the PerfluorAd™ clean-out using our mobile, batch treatment system. The lump-sum pricing assumes clean-outs of three vehicles, a mobilization and demobilization of the TRS system from and to its Indianapolis, Indiana, warehouse, MSO-provided security, and standby does not exceed two days. Standby is defined as TRS equipment sitting idle at the clean-out location outside of TRS's control. Our equipment standby rate is \$750 per day.



Further, TRS assumes the AFFF tanks and interior baffles are made of polypropylene or similar material and are in good condition without signs of repair or material breakdown. Note that TRS has observed that fiberglass and stainless steel can break down over time, becoming porous, making it difficult to remove PFAS, and resulting in unsatisfactory outcomes.

Applying the PerfluorAd[™] process to some cannons and turrets on ARFF-type vehicles can be problematic and difficult to perform safely. If the MSO can remove the nozzle to the top cannons or bumper turrets and attach a fire hose in its place, TRS can pump the PerfluorAd[™] solution through the network using an external pump at approximately 50 to 75 gallons per minute (gpm). TRS does not consider these items critical to vehicle clean-outs, since their PFAS exposure is minimal, due to the high discharge pressure, high discharge flow, and diluted AFFF concentrate.

TRS assumes that the vehicles are equipped with hoses that can connect from the foam discharge ports to TRS's mixing tank ports to perform the recirculation. The MSO will provide a person knowledgeable with the operation of the vehicle.

Schedule

TRS can begin this project in mid-January 2025 and estimates completion the week of February 17, 2025. TRS estimates seven business days per vehicle cleaning at a time. TRS will be on-site for five to six consecutive weeks, for mobilization, system set-up, vehicle cleaning, and system decontamination, break-down, and demobilization. TRS assumes it will complete the work in an indoor location, protected from the elements.

Waste Disposal

Estimated waste disposal quantities to be disposed by Republic Services, Inc. (Republic) and managed by TRS:

- About 630 gallons of AFFF concentrate
- 630 gallons of AFFF tank initial rinse water
- 10,000 to 16,000 gallons of treated rinsate water. This volume will be dependent on the quantity of flushes completed per vehicle. Depending on the reduction of PFAS concentrations and discharge limitations, the MSO may be able to discharge the rinsate to the sanitary sewer.
- 600 pounds of spent LGAC, packaged in four 55-gallon steel drums for disposal
- A 55-gallon drum for concentrated PFAS sludge (captured in bag filters, but actual volume will be less)
- Two to three 55-gallon drums of spent PPE, spent bag filters, and used tubing
- Seven and a half to nine cubic yards per week of miscellaneous municipal trash (non-hazardous) including cardboard, shipping materials, tubing, food wrappers, etc.

TRS Scope of Work

- TRS will transport and set up the batch treatment system, which includes the following components:
 - PerfluorAd™ mixing tank
 - Two sedimentation tanks
 - Water treatment skid



- Five to six support totes
- TRS will provide:
 - Two field technicians for clean-out activities
 - 8,500 lb. capacity forklift and personnel to off-load and set equipment upon arrival and loading for departure
 - Containers for AFFF concentrate (about 630 gallons) and initial water rinse (630 gallons) for disposal. TRS will use 325-gallon or 275-gallon IBC totes
 - 55-gallon drums for waste storage of PFAS sludge, spent personal protective equipment (PPE) and spent LGAC
 - Secondary containment and underlayment for the batch treatment system
 - Secondary containment and underlayment for the firefighting vehicle during clean-out
 - o Rental 21,000-gallon water storage tank for rinsate storage w/spill containment
 - o Batch treatment set-up, operation, decontamination, and breakdown
 - Safety data sheets
 - Management of generated waste and coordination with waste disposal provider
- TRS will collect samples for laboratory analysis of PFAS for:
 - Potable water supply
 - Three initial freshwater rinses (baseline)
 - Three final freshwater rinses (reductions achieved)
 - A rinsate composite from the frac tank for sanitary sewer discharge (price includes expedited analysis for these samples only, if available)

MSO Scope of Work

The MSO will provide the following items:

- Flow diagrams and equipment schematics of the systems and any modifications made to the systems
- Transport and staging of the firefighting vehicle to the clean-out location
- Assist TRS in acquiring any security clearances, badges, or training to access the work area, if applicable. TRS assumes the process will not require more than four hours per person to complete.
- Deliver the ARRF vehicle on the designated, and agreed upon in writing, start date. Delays may incur standby charges.
- Any required permitting (e.g., sanitary sewer batch discharge)
- Secondary containment for generated waste (AFFF, AFFF tank first rinse water, PFAS sludge, and PPE), which can be as simple as 20-mil plastic sheeting and material (wood or plastic pipe) to erect a berm under the plastic. TRS can provide pricing for secondary containment upon request.
- Operating resources, including electricity, water, restroom facilities, and sanitary sewer discharge, if applicable
- Water source from a hydrant connection, including backflow protection



- A 240-volt or 480-volt electrical service, with a minimum of 60 amps, within 50 feet of the cleanout operation
- Waste characterization, including additional sampling as required, management, and disposal of AFFF concentrate, AFFF tank initial rinse water, PFAS sludge, spent LGAC, spent bag filters, and spent personal protective equipment.
- Operation of firefighting vehicle pump and control systems

Proposal Forms

Our proposal forms are attached in Appendix 2 including our Price Form.

Insurance

TRS meets all of the required insurance limits described in the RFP. The TRS certificate of insurance (COI) is attached in Appendix 3.

Payment

TRS assumes its batch system can be stored in a secure location, will not require remobilization, and total standby does not exceed two days. Further, if the MSO requires any additional training or certifications beyond 40-hour HAZWOPER and forklift operation certifications for on-site personnel, TRS will charge time and materials plus 15% for the additional training and certifications.

Republic provided estimated pricing for offsite waste disposal for a total of \$14,226.64. Frac tank rental and waste disposal will be invoiced to the MSO based on provider invoices received by TRS plus a 15% mark-up.

Recommended Parts Replacement

For Oshkosh ARFF trucks, pneumatic foam filling pumps are about \$2,500/each. Hose reels should be replaced if they deployed foam. Hose is approximately \$12-15/foot and appears to run in pairs. Probably 50 feet per reel. If MSO has standard fire hose it is about \$300/per 50-ft hose. Any discharge port cap gaskets should be replaced. Those are about \$4/ea. TRS assumes the E-One Titan truck is similar to an Oshkosh. A very rough parts replacement estimate is \$7,500 - \$15,000 per truck, depending on specific MSO vehicles. MSO personnel should speak with your service team and the vehicle manufacturer for the best course of action on replacing parts and/or components.

The surface of an internal gasket has minimal contact with foam concentrate (vs the foam/water mix) and therefore likely not worth the cost of very intrusive work to replace.

TRS's payment terms are net 30 days following invoice receipt. The pricing is valid for 60 days and does not include any taxes whatsoever. To secure a scheduled date for clean-out services, TRS requires a 30% down payment. Thereafter, TRS will invoice an additional 30% upon mobilization, 30% upon clean-out completion and 10% after delivering the final report.





ARFF VEHICLE CLEANING SERVICES

June 27, 2024

I. Invitation to Submit

1

- 2 The Missoula County Airport Authority ("MCAA") invites the submission of proposals from firms to provide cleaning and disposal services for Aircraft Rescue Fire Fighting ("ARFF") vehicles at the 3 Missoula MT Airport ("Airport"). Request for Proposals (RFP) and contract documents are available 4 5 from the Point of Contact Lynn Fagan by calling (406) 728-4381 during normal working hours or by email request at lfagan@flymissoula.com. Other than with written consent from the Point of Contact, 6 all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly 7 prohibited from contacting any MCAA Commissioners or any MCAA personnel on any matter having 8 9 to do in any aspect with this RFP after RFP issued date. Any other contact with such persons associated with MCAA shall be made only through and in coordination with the Point of Contact and 10 must be made in writing. Prohibitive or inappropriate contacts made by Proposer may result in the 11 disqualification of the Proposer. This requirement will be strictly enforced. 12
- 13 Submissions must be received by the designated point of contact no later than the due date/time 14 listed in the schedule. Late submissions will not be accepted.
- Firms must present evidence that they are fully qualified and have the necessary facilities, 15 experience, and resources to fulfill the conditions of the agreement which will ensure a high standard 16 of service is afforded MCAA. MCAA reserves the right to reject any applicant which, in MCAA's 17
- opinion does not have adequate qualifications. MCAA reserves the right to terminate selection 18 proceedings at any time.
- 19

Schedule 20

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Date	Time	Event
June 27, 2024	4 pm MDT	RFP Issued
July 12, 2024	4 pm MDT	Deadline for Follow-up Written Questions
July 16, 2024	4 pm MDT	MCAA Responses to Written Follow-Up questions due
July 22, 2024	4 pm MDT	Submissions Due into MCAA Office

II. Information for Respondents

- 22 The Missoula County Airport Authority (MCAA) owns and operates the Missoula Montana Airport
- (MSO). Missoula Montana Airport (MSO) is the Gateway to Western Montana. Currently seven airlines 23 24 serve Missoula Montana Airport: Alaska, Allegiant, American, Delta, Frontier, Sun Country and United.
- 25 Airlines at MSO collectively provide nonstop flights to thirteen destinations: Atlanta, GA; Chicago, IL;
- Dallas, TX; Denver, CO; Las Vegas, NV; Los Angeles, CA; Minneapolis, MN; Oakland, CA; Phoenix-26
- Mesa, AZ; Phoenix-Sky Harbor, AZ; Salt Lake City, UT; San Diego, CA; San Francisco, CA; and Seattle, 27
- WA (some routes are seasonal). MSO serves approximately 880,000 passengers annually. Missoula 28
- 29 Montana Airport is financially self-supporting; no local tax revenues are used for the administration,
- promotion, operation, or maintenance of the airport. 30

III. RFP Scope Of Services

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- 32 MSO currently owns and operates three ARFF trucks and will be transitioning from Aqueous Film
- Forming Foam ("AFFF") to fluorine-free alternatives ("F3") and are seeking qualified contractors to
- provide the following services for respective ARFF apparatus:
 - Completely drain the system of AFFF.
 - Clean all system components exposed to AFFF including from tanks, and piping, to all discharge nozzles, including external equipment (e.g. hoses, nozzles, fittings) that previously contained AFFF.
 - Collect and Testing of samples:
 - Potable water supply
 - Initial and Final Freshwater Rinses
 - o Final rinsate composite for sanitary sewer discharge
 - "No Detect" on final rinsate composite is preferred
 - Treatment/disposal of rinsate and any remaining on-site concentrated AFFF (approximately 500 gal.)
 - Appropriate disposal of any on-site generated waste including PPE, filters and municipal trash
 - Ensure appropriate spill prevention measures and containment are incorporated into the process to minimize any releases.
- 50 Current Equipment
- 51 2021 Oshkosh Striker 1500 w/HRET 210 gallon AFFF Tank
- 52 2007 Oshkosh Striker 1500 210 gallon AFFF Tank
- 53 1997 E-One Titan 210 gallon AFFF Tank
- 54 Proposers shall provide an estimate of ALL generated waste streams associated with the cleaning
- 55 process. Include estimated volumes for each waste stream requiring management (i.e. first rinse
- water, rinse water, sediments/solids, slurry, filter media, etc.) Volume estimates should assume
- 57 cleanout of all three MCAA-owned vehicles and include any waste streams generated during
- 58 demobilization/cleaning of the cleaning technology equipment. Preference will be given to the
- 59 Proposer who produces the smallest volume of contaminated waste requiring off-site disposal.
- 60 Proposers shall provide PFAS concentration ranges typically observed for EACH process waste
- stream, as well as percent (%) reduction achieved by the proposed cleaning technology for PFOA,
- 62 PFOS, PFNA, PFHxS, PFBS, and total PFAS (to include 24 target analytes from DoD QSM 5.3 Appendix
- 63 C analyte list). The airport will evaluate these data to determine the degree of PFAS mass removed
- 64 from the ARFF vehicles. Preference will be given to the Proposer who achieves the greatest degree
- of PFAS mass reduction.
- 66 The proposed cleaning system apparatus must be fully contained and fit within a single truck bay
- 67 (18'x43') with the exception of any free-standing storage tanks required for temporary storage of

- 68 waste material. All equipment containing contaminated media, products, or waste must be located
- in secondary containment. Any storage of contaminated materials must be in closable containers.
- 70 Cleaning System must not require any permanent modification of vehicles or equipment for effective
- 71 implementation.
- 72 The proposed cleaning liquids must be applied to all accessible internal surfaces, and any
- 73 inaccessible surfaces that cannot be cleaned must be identified. As part of the submittal, the
- Proposer must provide a list of all vehicle components requiring replacement to achieve the PFAS
- 75 mass removal expected and described above. Proponent must provide a list of all components
- 76 requiring replacement and include the costs for component replacement in the pricing schedule.
- 77 Any cleaning liquids used in the process must be free from any detectable concentrations of
- 78 CERCLA-listed Hazardous Substances.
- 79 The Proposer must have demonstrated a successful cleanout of at least one ARFF vehicle of
- 80 comparable size. Please provide results report, and/or reference (name, company/organization, job
- 81 title, phone, email).
- The Proposer and associated equipment must be available for the number of consecutive workdays
- required to clean out a minimum of 3 ARFF vehicles during a single mobilization. Provide a schedule
- of availability documenting the estimated timeline, including detail on all steps and phases of the
- 85 cleaning process, for cleanout of the vehicles listed. MCAA prefers to have this work performed
- during its off-peak period between September and May. Preference will be given to the Bidder with
- 87 the most flexible schedule, and earliest availability. Only one ARFF truck may be cleaned at a time
- in order to maintain MCAA's index.
- 89 Proposers shall provide a detailed schedule of charges for completion of cleanout of the entire MSO
- 90 ARFF vehicle fleet. Costs should be fully burdened, and include all travel, lodging, per diem,
- 91 administrative overhead, equipment, labor, and materials necessary to conduct the requested
- 92 services. The schedule of charges should identify all costs associated with
- 93 mobilization/demobilization, pre-mobilization and on-site labor, in addition to cost for vehicle
- 94 cleaning Proposer should coordinate and provide all required equipment and services (disposal,
- 95 testing, etc.) to complete the scope of this RFP.

IV. Federal Provisions

- 97 MCAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42
- 98 USC §§ 2000d 74 to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will
- affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses
- 100 will be afforded full and fair opportunity to submit bids in response to this invitation and no
- businesses will be discriminated against on the grounds of race, color, national origin (including
- limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or
- disability in consideration for an award.
- 104 The successful Respondent shall not discriminate on the grounds of race, color, national origin
- (including limited English proficiency), creed, sex (including sexual orientation and gender identity),

- age, or disability in the performance of any contract entered into as a result of this RFP. The
- 107 successful Respondent shall carry out applicable requirements of the Title VI List of Pertinent
- Nondiscrimination Acts and Authorities, as they may be amended from time to time, in the award
- and administration of any contract entered into as a result of this RFP.
- 110 If the Respondent is a certified Disadvantaged Business Enterprise ("DBE"), please provide evidence
- of certification with your submission. For information about DBE certification, please contact the
- Montana Department of Transportation or review the information at: Disadvantaged Business
- 113 Enterprise | Montana Department of Transportation (MDT) (mt.gov).
- MCAA encourages all firms to subcontract portions of the work to DBE firms and to include DBE
- firms on their 89 teams, even when they might otherwise perform the work with their own forces.

116 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

- 117 All contracts and subcontracts that result from this solicitation incorporate by reference the
- provisions of 29 CFR part 201, et seg, the Federal Fair Labor Standards Act (FLSA), with the same
- force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping,
- and child labor standards for full and part-time workers.
- 121 The Contractor has full responsibility to monitor compliance to the referenced statute or regulation.
- The Contractor must address any claims or disputes that arise from this requirement directly with
- the U.S. Department of Labor Wage and Hour Division.

124 CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

- By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor
- its principals are presently debarred or suspended by any Federal department or agency from
- participation in this transaction.

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CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

- The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest
- extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or
- use of goods, products, or materials produced in the United States (including, but not limited to, iron,
- aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

TRADE RESTRICTION CERTIFICATION

- By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -
 - 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
 - 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.
- The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that
- its certification was erroneous by reason of changed circumstances.
- Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
 - who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
 - 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
 - 3) who incorporates in the public works project any product of a foreign country on such USTR list.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 166 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this
- provision for certification without modification in all lower tier subcontracts. The Contractor may rely
- on the certification of a prospective subcontractor that it is not a firm from a foreign country included
- on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror
- 170 has knowledge that the certification is erroneous.
- 171 This certification is a material representation of fact upon which reliance was placed when making
- an award. If it is later determined that the Contractor or subcontractor knowingly rendered an
- 173 erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner
- 174 cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

- The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her
- 177 knowledge and belief, that:

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- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.
- 209 V. Format for Submissions

- Please format your response to this RFP in the following order to facilitate comparisons between respondents:
 - 1. General Information and Qualifications
 - Please include the following information in your transmittal/cover letter:
 - a. History of the Firm.

b. Experience in successful cleanout of ARFF vehicles of comparable size. Please provide results report, and/or reference (name, company/organization, job title, phone, email).

2. Process Used

Please provide a detailed description of the process to be used for cleaning out the vehicles, with specific reference to the Scope of Services and information requested therein. Please include a proposed timeline and schedule.

3. Proposal Forms

- a. Complete the attached MCAA Request for Proposal Response Form.
- b. Complete the attached Pricing Schedule.

4. Insurance

- a. Provide evidence of insurance. Acceptable evidence includes letters from the Respondent's insurance company (Best A Rating) dated no earlier than two weeks before submittal deadline date and signed by an officer of the insurer and security provider.
- b. Insurance requirements:
 - i. Commercial General Liability \$1,000,000 per occurrence; \$2,000,000 aggregate
 - ii. Workers' Compensation Statutory limits
 - iii. Automobile Liability Statutory limits
 - iv. Pollution Liability \$1,000,000 per occurrence; \$2,000,000 aggregate
- c. All required insurance shall be maintained continuously in effect at all times during the term of the agreement. Operators may meet the required limits through a combination of primary and umbrella or excess insurance. Operator's insurance shall be primary and non-contributory with respect to any insurance MCAA carries and apply separately to each insured. MCAA and its commissioners, officers and employees shall be named as an additional insured. Coverage shall not lapse or be terminated without the insurer's written notification to MCAA, not less than thirty (30) days prior to any such lapse or termination. Operator shall provide evidence of insurance on each insurance renewal date throughout the term of the agreement.

5. Pricing

Please complete the Pricing Schedule attached as Addendum B

6. Submittal Format

- a. Each submitter should send their submission documents electronically by email to the point of contact indicated in the section Instructions to Respondents.
- b. Documents should be submitted in .PDF or .docx format unless otherwise necessary for presentation of the file.

VI. Fvaluation of Submissions

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253 This RFP will be awarded to the responsible firm who, in MCAA's sole judgment, is deemed most qualified. The selection shall be based on a comparative analysis of the professional qualifications 254 necessary for satisfactory performance of the services required and shall satisfy requirements for 255 256 open and free competition. MCAA shall appoint a selection committee to evaluate potential firms and shall ensure that the members of the selection committee are kept free of pressures, both 257 internal and external, and that they have no conflicts of interest, real or apparent. The selection 258 committee may conduct interviews and inquiries as desired and shall make a recommendation to 259 260 the MCAA Board of Commissioners. The MCAA Board of Commissioners must approve the final selection. 261

Each submission received will be evaluated based on the information required as set forth in Section V above, pursuant to the following selection criteria and rating system:

Scoring Rubric		
Scoring Criteria	Rating Points	
Volume of Generated Waste material requiring offsite disposal	20	
Effectiveness of cleanout and related processes	40	
Overall Cost	20	
Timeline and Schedule	20	
Total Points	100	

VII. Instructions to Respondents

- For this RFP the Point of Contact is Lynn Fagan who is reachable by calling (406) 728-4381 during normal working hours or by email at lfagan@flymissoula.com.
- The deadline for submissions is indicated in the schedule below. Submissions must be received by
- 268 the Point of Contact no later than the due date/time in the schedule. Each submission must be in
- 269 the form set forth in the RFP, including all required Attachments. Late submissions will not be
- 270 accepted.

- 271 Proposers should email their proposal by the deadline. The sent time on the email must be at or
- before the submission due date and time. The provided forms must be utilized. It is also highly
- 273 encouraged for Respondents to be practical and economical in presenting the information
- 274 requested and proposals should not exceed ten (10) pages, excluding required forms, etc. Any
- documents submitted by legacy mail or in person must be submitted in quadruplicate.

VIII. Miscellaneous Provisions

- 277 It is the intent of this RFP to describe the services being sought in sufficient detail to secure qualified
- 278 Proposals. Proposals will be evaluated based upon qualifications and experience for the proposed
- 279 projects, using a weighted scoring method. Proposals not conforming to the requested format or
- 280 not in compliance with the specifications will not receive full scoring.
- 281 MCAA reserves the right to reject any and all proposals received and if all proposals are rejected, to
- re-advertise under the same or new specifications, or to make such award as in the judgment of
- 283 MCAA best meets its requirements. MCAA reserves the right to waive any formalities, irregularities
- and/or technicalities which are not of a substantial nature and to accept the proposal which is in the
- best interest of MCAA. MCAA reserves the right to determine what constitutes any and all formalities,
- 286 irregularities, or technicalities. MCAA shall not be obligated to respond to any Proposal submitted
- or legally bound in any manner whatsoever by the submission of a Proposal.
- 288 Any Proposal submitted as provided herein shall be subject to negotiation at the option of the
- 289 Authority. Submission of a Proposal shall obligate the Respondent to enter into an Agreement with
- 290 the Authority in accordance with the content of the submission. It is specifically understood that the
- 291 Authority can accept any Proposal in its entirety without negotiation and the Respondent shall be
- 292 obligated to enter into an Agreement with the Authority reflecting that Proposal. The Authority
- 293 reserves the right to request any Respondent to clarify its submission or to supply additional
- information necessary to assist the Authority in its selection.
- 295 Before a contract will be awarded, MCAA may conduct reference investigations as is necessary to
- 296 evaluate and determine the performance record and ability of the top ranked Respondent(s) to
- 297 perform the size and type of work to be contracted, and to determine the quality of the service being
- 298 offered. By submitting a proposal, you authorize MCAA to conduct reference investigations as
- 299 needed.

- 300 Any and all agreements arising out of this RFP and negotiations that follow shall not be binding or
- valid against the Authority, its officers, employees, or agents unless approved by the Authority Board
- of Commissioners and executed by the Authority and the Successful Respondent in accordance with
- 303 applicable laws.
- The submission of a Proposal shall be considered evidence that the Respondent has investigated all
- 305 the conditions as described in the RFP Documents and the Respondent is aware of the
- 306 circumstances and conditions involved. The attention of the Respondent is specifically directed to,
- and the Respondent will be conclusively presumed to have read and become familiar with all the
- 308 RFP Documents, which will be available from the Authority Administration Office. No claim for
- adjustment of the provisions of the Agreement shall be honored after submission on the ground that
- Respondents were not fully informed as to the conditions which exist.
- 311 The Respondent will be responsible for all costs (including site visits where needed) incurred in
- 312 preparing or responding to this RFP. All materials and documents submitted in response to the RFP
- 313 become the property of MCAA and will not be returned.

- No verbal interpretation made to any Respondent as to the meaning or consequence of any portion 314
- of the RFP Documents shall be considered binding. Every request for clarification of the RFP 315
- Documents shall be made in writing and delivered to Missoula County Airport Authority, 5225 Hwy 316
- 10 West, Box 25, Missoula MT. 59808 or by email to lfagan@flymissoula.com. All such requests must 317
- 318 be received at least ten (10) days before the established time for receipt of Proposals. Any response
- by the Authority to a request by a Respondent for clarification will be made in the form of an 319
- addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have 320
- been issued not later than five (5) calendar days prior to the deadline for receiving Proposals. All 321
- Addenda so issued shall become part of the RFP Documents. The Authority will not be responsible 322
- 323 for any oral instructions, interpretations, or explanations.
- Disqualification and Rejection of Proposal: 324
- Any of the following causes may be considered as sufficient for the disqualification of a Respondent 325
- and the rejection of the Proposal: 326
- Submission of more than one Proposal hereunder by an individual, firm, or corporation under 327 328 the same or different names.
 - Evidence of collusion among Respondents.
 - A Respondent's default or arrearage under any previous existing agreement with the Authority.
 - Existence of any unresolved claims between the Respondent and the Authority.
 - The Authority reserves the right to reject any and all Proposals for any reason or for no reason.
- Withdrawal of Proposal 334
- No Proposal may be withdrawn after it has been submitted to the Authority unless the Respondent 335
- 336 so requests in writing and such request is received by the Authority prior to the Authority's time set
- for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period 337
- of ninety (90) days. 338

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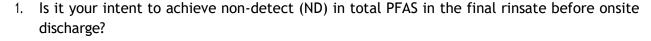
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- 339 Respondent to whom a contract is awarded shall within fifteen (15) days of the date of the receipt of
- the final Agreement negotiated between the Respondent and the Authority deliver said Agreement 340
- 341 fully executed. The Agreement shall substantially be in the form attached as Appendix "B." All such
- documents must be executed and delivered by the Respondent and approved by the Authority 342
- before the Agreement will be executed and returned to the Respondent by the Authority. The 343
- Authority reserves the right to cancel the award without liability, at any time before the Agreement 344
- has been fully executed by both parties. 345
- 346 The Authority reserves the right to reject any or all proposals if it determines that the proposals are
- not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of 347
- the Authority. 348

July 16, 2024

ADDENDUM ONE ARFF VEHICLE CLEANING SERVICES REQUEST FOR PROPOSALS

Question received:



Answer:

Yes.

Question received:

2. Can we have Net 30 payment terms?

Answer:

Yes.

Question received:

3. Can we provide waste disposal pricing as a separate line item instead of rolling into the per truck price?

Answer:

Yes, please indicate a total price for disposal if using separate line or a per vehicle price.

Question received:

4. Treatment/disposal of rinsate and any remaining on-site concentrated AFFF. Is the approximate 500-gallon reference in the RFP related to concentrated AFFF currently stored onsite?

Answer:

Yes, MSO has approximately 750 gallons of AFFF in 3 ARFF apparatus and 500 gallons of concentrate in drums and buckets.

Question received:

5. Can we use the more common EPA method 1633 for total PFAS analysis that includes 40 PFAS analytes versus DOD QSM 5.3 Appendix C Analyte List that is only for 24 PFAS analytes?

Answer:

MSO Prefers use of DOD QSM 5.3 but respondents can provide justification and cost differential (if applicable) for use of EPA method 1633.

Question received:

6. Will you provide detailed vehicle drawings or information about the construction of each vehicle to help us make recommendations about replacement of PFAS containing components?

Answer:

MSO will provide drawings/schematics upon award of RFP. Please recommend an allowance for replacement parts for the airport to consider.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (_) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (___) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

DATED this 13 day of August, 2024.
TRS Group, Inc.
By: David Fleming

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Western Rentals, Inc. dba Hertz and Thrifty Contract Assignment to Overland West, Inc.

Review, discussion and possible approval of Western Rentals, Inc. dba Hertz and Thrifty Contract Assignment to Overland West, Inc. and matters related thereto. **ACTION ITEM**

- 2. AGENDA CATEGORY: (Please highlight)
 UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
 INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes
- 4. BACKGROUND INFORMATION: Jerry Woodahl of Western Rentals, Inc. has been operating the Hertz and Thrifty car rental concessions at MSO for many years. The onairport car rental concession was put out to bid in 2019 and Western Rentals was the second-highest bidder at that time. The concession agreement's term extends until June 30, 2025. Jerry and his daughter Kim have been great partners. Jerry is retiring and is proposing a sale of his business to Overland West, Inc. Overland West, Inc. operates concessions in seven western states and in four other Montana locations Bozeman, Great Falls, Helena and Billings. Staff reached out to those airports and have received positive feedback. The sale is scheduled to go through on October 1, 2024.
- 5. BUDGET INFORMATION:
- **6. SUPPLEMENTAL AGENDA INFORMATION:** Assignment and Assumption Agreement attached.
- 7. **RECOMMENDED MOTION**: Move to approve Western Rentals, Inc. dba Hertz Rent a Car and Thrifty Car Rental's assignment of the On Airport Rental Car Concession and Lease Agreement to Overland West, Inc. and the proposed Assignment and Assumption Agreement.
- 8. PREPARED BY: Lynn Fagan
- 9. **COMMITTEE REVIEW**: None

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT is made in multiple originals and entered into by and between Western Rentals, Inc., a Montana corporation d/b/a Hertz Rent A Car and Thrifty Car Rental (hereinafter called "Assignor") and Overland West, Inc., a Utah corporation authorized to do business in Montana (hereinafter called "Assignee") (Assignor and Assignee being hereinafter collectively referred to as the "Parties").

WITNESSTH:

WHEREAS, Assignor wishes to assign all its rights under that certain On Airport Car Concession and Lease Agreement dated the 24th day of September, 2019 between Assignor and the Missoula County Airport Authority ("Authority") as amended by Addendum to Rental Car Concession Lease Agreement dated the 30th day of June, 2020, for operation of a rental car concession at the Missoula Montana Airport ("Airport"), hereinafter referred to as "Concession Agreement";

WHEREAS, the Parties and the Authority each have a copy of the Concession Agreement;

WHEREAS, Assignor has requested that the Authority consent to the assignment of Assignor's rights and obligations under the Concession Agreement to Assignee;

WHEREAS, the Authority is willing to grant this request of Assignor to assign its rights under the Concession Agreement to Assignee, provided Assignee also agrees to assume Assignor's obligations, duties, and responsibilities under the Concession Agreement; and

WHEREAS, The Authority's consent to the Assignment of the Concession Agreement is conditioned upon the completion of a transaction between the Parties whereby Assignee will acquire the Assignor's car rental business operations at and related to the Airport.

NOW, THEREFORE, in consideration of the terms, covenants, promises, agreements, and demises herein contained, and for other good valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. The Assignor hereby transfers, assigns and sets over to the Assignee all right, title, and interest of the Assignor in and to the Concession Agreement effective as of the date of closing of the transaction between Assignor and Assignee described above ("Effective Date").
- 2. In consideration therefore, the Assignee hereby accepts, assumes, takes over and succeeds to all of the Assignor's rights, duties, interests, liabilities, and obligations from the Effective Date forward under the Concession Agreement and agrees to be bound by all of the terms, conditions, provisions, covenants, and obligations contained therein solely commencing as of and after the Effective Date.
- 3. Assignor warrants to Assignee that it is not in breach and at no time had any uncured breach of the Concession Agreement and hereby agrees, for itself and its successors and

assigns, to indemnify and hold harmless the Assignee and its directors, officers, employees, affiliates, representatives, consultants, agents, and attorneys from any loss, damage, claim, cost, or expense (each, a "Claim"), including such Claims as relating to any environmental condition or contamination, arising from the failure of Assignor, its successors or assigns, to perform any of the terms, conditions, covenants, and obligations of the Concession Agreement, provided such indemnity shall apply only to failures commencing or accruing prior to the Effective Date.

- 4. Assignee hereby agrees, for itself and its successors and assigns, to indemnify and hold harmless the Assignor from any loss, damage, environmental damage, claim, cost, or expense solely arising from the failure of Assignee, its successors or assigns, to materially perform any of the terms, conditions, covenants, and obligations of the Concession Agreement, provided such indemnity shall apply only to failures solely commencing and/or accruing on or after the Effective Date of this Assignment.
- 5. The Assignor shall remain responsible to the Authority for any and all obligations under the Concession Agreement prior to the Effective Date; and the Assignee shall be responsible to the Authority only for obligations under the Concession Agreement solely arising on and after the Effective Date. For purposes of this paragraph, the obligations of the Parties shall include, but not be limited to, the various responsibilities of each Party on Appendix "A" hereto.
- 6. The Authority consents to the assignment of all right, title, and interest of the Assignor in and to the Concession Agreement, as of the Effective Date, including all of the rights, duties, interests, liabilities, and obligations of Assignor under the Concession Agreement, to Assignee for the balance of the Term thereof and hereby authorizes the execution of this Assignment and Assumption Agreement by the Authority. The Authority understands and agrees that Assignor remains responsible for any and all obligations arising under the Concession Agreement prior to the Effective Date and that Assignee is responsible only for obligations under the Concession Agreement solely arising on and after the Effective Date.
- 7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of the Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREO Agreement as of the date		ned have duly executed this Assignment and Assumption .
EXECUTED THIS	day of	, 2024.
		ASSIGNOR:
		WESTERN RENTALS, INC.
		By:
		Gerald Woodahl, President
		ASSIGNEE:
		OVERLAND WEST, INC.
		By:
		Jerry Petersen, President
		CONSENT GRANTED:
		Missoula County Airport Authority
		By:
		Brian Ellestad, Airport Director
	D	Pate:

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27th, 2024

1. TITLE: Allegiant Air Deicing Contract Approval

Review, discussion, and possible approval of Allegiant Air Deicing Contract **ACTION ITEM**

2. AGENDA CATEGORY: (Please highlight)

<u>UNFINISHED BUSINESS</u> NEW BUSINESS COMMITTEE REPORTS

INFORMATION/DISCUSSION ITEM

3. TIME REQUIRED: 2 Minutes

- 4. BACKGROUND INFORMATION: The Ground Handling division of the Missoula Airport provides contract aircraft deicing services for Allegiant. For the 2024-2025 deicing season, the Ground Handling Department will assess the same fees for deicing services as the prior season. Type I glycol will be sold to Allegiant at \$20.50 per gallon. Type IV glycol will be sold to Allegiant at \$24.50 per gallon. A per event truck charge of \$85.00 will be assessed as well.
- **5. BUDGET INFORMATION**: Amount Required: N/A Budget amount available: N/A
- 6. SUPPLEMENTAL AGENDA INFORMATION: Attachment B.MSO.DI.08
- **7. RECOMMENDED MOTION**: Move to approve the Airport Services General Terms Agreement with Allegiant Air.
- **8. PREPARED BY**: Andrew Bailey
- 9. COMMITTEE REVIEW: None.



ATTACHMENT B.MSO.DI.08 to AGREEMENT for AIRPORT SERVICES GENERAL TERMS AGREEMENT

1201 North Town Center Dr. Las Vegas, NV 89144 Phone 702,851,7300 Fax 702,851,7301 www.allegiantair.com

This ATTACHMENT B.MSO.DI.08 dated August 20, 2024 together with the GENERAL TERMS AGREEMENT (the "GTA") dated November 5, 2014 between:

Allegiant Air, LLC ("Allegiant" and/or "Carrier")

having its principal office at: 1201 N. Town Center Drive Las Vegas, Nevada 89144

and... Missoula County Airport Authority ("Service Provider")

having its principal office at: 5225 Highway 10 West, Missoula, MT 59808

form an AGREEMENT for AIRPORT SERVICES ("Agreement") at:

Missoula International Airport (MSO)

and this Attachment (including the terms of the GTA as applicable to the services described herein)

is effective from: October 1, 2024 and continue in full force and effect for a period of twelve

consecutive months and thereafter shall be automatically renewed annually, without notice, until terminated by either party pursuant to the terms

Agreement.

And replaced: ATTACHMENT B.MSO.DI.07

This Attachment B.MSO.DI.08 ("Attachment") contains, in Paragraph 1 "Handling Services" below, the listing of services to be provided under this Agreement. For the convenience of the parties, such list was copied (and uses the numbering taken) from the Standard Ground Handling Agreement of January 2008 as published by the International Air Transport Association (the "SGHA"); provided, however, to the extent that this Agreement indicates for any item in such listing below - "intentionally omitted" or "*" – such item deviates from the SGHA listing (i) in the case of "intentionally omitted" indicating that the item is not applicable to this Agreement, and (ii) in the case of "*", indicating that such task is not part of the SGHA but is particular to this Agreement. It is not intent and it is not the agreement of the parties that the SGHA is a part of, or is incorporated by reference into, this Agreement.

Definitions: the following terms used throughout this Agreement shall have the following definitions:

"De-icing" – De-icing is a one-step process by which contaminants (snow, frost, ice or slush) (frozen contamination) are removed from all critical surfaces of the aircraft by use of heated aircraft de-icing fluid to provide clean surfaces. De-icing fluids are mixtures of heated water and the most current AMS/SAE 1424 specification Type I fluid with a freeze point buffer of 18°F (10°C) below the outside air temperature.

"Anti-icing" Anti-icing is a two-step process. The aircraft must first be deiced (step one), then a second application of fluid is applied to provide extended protection against the adherence or formation of ice, snow, slush or frost on treated surfaces of an aircraft. Anti-icing fluid is undiluted, unheated (most current) AMS/SAE 1428 specification Type II/IV fluids with a freeze point minimum buffer of 13° F (7° C) below the outside air temperature.

"DAPM" means the Allegiant Air De-icing/Anti-Icing Program Manual.

"Services" means the services to be provided by Service Provider pursuant to the terms of this Agreement.

Paragraph 1 Handling Services

Section 3.17 De-Icing/Anti-Icing Services and Snow/Ice Removal

- 3.17.1 Remove snow from aircraft without using de-icing fluid
- 3.17.2 Perform "pre" de/anti-icing inspection and advise flight crew or Allegiant representative of results
- 3.17.3 a) Provide
 - b) Arrange for
 - 1. anti-icing units
 - 2. de-icing units
- 3.17.4 Provide de-icing/anti-icing fluids
- 3.17.5 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use
- 3.17.6 Apply anti-icing fluid to aircraft
- 3.17.7 Supervise performance of de-icing/anti-icing operations
- 3.17.8 Perform final inspection after de-icing/anti-icing operations and inform flight crew of results
- 3.17.9* Provide management and inventory control of glycol
- 3.17.10* Perform the following in accordance to Allegiant standards
 - a) Documentation
 - b) Reporting
- Allegiant will review its cold weather procedures with the Service Provider, and agrees to participate
 with the Service Provider in the training of its personnel, if deemed necessary, and further agrees that
 the Services will be performed under the supervision of Allegiant's authorized representatives.
- Service Provider agrees to provide the Services in strict accordance with Allegiant's De-icing/Anti-Icing
 Program Manual (DAPM), SAFE Manual, Stations Operations Manual and standard industry practices
 (if Allegiant manuals or FAA requirements do not address the same), all FAA requirements, and the
 terms set forth in this Attachment.
- Service Provider's facilities, books and records shall be open for inspection and examination by Carrier
 or its designated representatives, including audit and inspection, at all reasonable times in order for
 Carrier to assure itself of Service Provider's compliance with these procedures, practices and
 requirements.
- Unless otherwise advised by Carrier, Service Provider shall furnish all personnel, material, equipment
 and supplies required to the Services hereunder, including servicing vehicle and driver, de-icing
 equipment and operator, and de-icing liquid. Nothing contained herein shall preclude Service Provider
 from obtaining any vehicle, liquid or other equipment necessary for the performance of Services
 hereunder from any other person or entity. In the event that Service Provider is required to obtain
 equipment or supplies from a third party in order to perform requested Services, Service Provider shall
 inform Carrier prior to performing such Services.
- After the completion of each de-icing/anti-icing service, the Service Provider will provide Allegiant's Authorized Representatives with a Service Order confirming the performance of de-icing/anti-icing services in accordance with Allegiant's instructions and providing the total number of gallons of de-icing/anti-icing product dispensed on each aircraft. Allegiant's Authorized Representatives will cross certify that the service was performed to Allegiant's satisfaction and the quantity mentioned in the Delivery Receipt was used for de-icing purpose. Allegiant Air representative will sign the Delivery

Receipt and keep a copy for its record.

- The Service Provider will need to pass a successful audit by Carrier's QA Team, be trained by the training department either formal or CBT and have access to Carrier's DAPM and perform procedures as prescribed by the DAPM.
- Carrier will provide Service Provider with the CBT training necessary or advisable in order to qualify Service Providers personnel to perform Services for Carrier's aircraft or to comply with Carrier's FAA approved de-icing/anti-icing Program for A319/A320 & B737 aircraft type.
- De-icing/Anti-icing Services shall be performed at the request of the Carrier. Carrier personnel shall
 coordinate such requests and up-to-the-minute flight departure information with Service Provider
 personnel to enable Service Provider to provide such services as soon as practicable prior to the
 departure of the Carrier's aircraft.
- Service Provider shall retain training records for its personnel in accordance with applicable federal, state and local law and Carrier requirements and shall retain such records for a period of two (2) years after the termination of this Agreement. Carrier may request to inspect such records at any time.
- Carrier will provide Service Provider Carrier's flight Schedule and any flight schedule changes on regular basis.
- If at any time the Service Provider cannot perform/provide deicing/anti-icing services (inoperable equipment, depleted fluid, qualified staffing, etc.) the Service provider must immediately notify the local Allegiant station representative and send an email to deice.program@allegiantair.com

Paragraph 2 Personnel

2.01 The personnel which are necessary to perform all functions associated with this agreement shall be provided in accordance with the following list:

Extraordinary Personnel Expenses

Employee Badging and Parking	Service Provider
Employee Uniforms	Service Provider
Employee Personal Protection Equipment (PPE)	Service Provider
Employee Drug and Alcohol Testing Program (Approved by FAA)	Service provider
Station Training (Turnover for Initial, Recurrent, Supplemental)	Service Provider
OSHA Training and Courses	Service Provider

Paragraph 3 Facilities and De-Icing/Anti-Icing Equipment

3.01 The facilities which are necessary to perform all functions associated with this agreement for deicing services, shall be arranged by in accordance with the following list:

Facilities (as well as associated maintenance and operating expenses)

Glycol Fluid......Service Provider

3.02 Ground Service Equipment (as well as associated maintenance, operations, and fuel expenses)

De-icing Truck(s)......Service Provider

- 3.03 Service Provider will ensure that all of the following items are complied with and the equipment must meet the following requirements:
 - The size and design of the de-icing/anti-icing equipment should be such that it is adequate to de-ice the A319/A320 & B737 aircraft. The boom nozzle and the operator cabin must reach high enough to view all flight control surfaces from the top (30 feet).
 - To optimize the snow and ice removal effect, the fluid system of the de-icing/anti-icing equipment should be designed for spraying heated fluid. Minimum Type I fluid temperature is 60 degrees C (140 degrees F) as it leaves the nozzle during application and should never be applied above 82 degrees C (180 degrees F).
 - The de-icing vehicles must be free of discrepancies which could affect the safety of the de-icing/anti-icing operations (i.e. tires, windows, lights, and free of leaks)
 - Use only OSHA approved safety equipment harness & lanyard.
 - The operator must have operational two-way communication system between driver and the basket. The aircraft Captain should also be advised of the de-icing operation during and after de-icing operation.
 - Use appropriate calibrated refractometers.
 - Appropriate nozzle must be installed for Type I and Type IV as prescribed by equipment manufacturer.
 - All equipment must be maintained in accordance to the respective manufacturer's and Allegiant Airlines preventative maintenance program and schedule.
 - All of the following must be accomplished and submitted to Allegiant deicing program manager prior to 15
 Oct.
 - Preseason assessment packet
 - Passing Fluid/Nozzle test results
 - Equipment functional per the DAPM
 - Sufficient level of qualified/trained operators for planned flight schedule
 - Calibrated functional refractometer

Paragraph 4 Leased Equipment

...intentionally omitted

Paragraph 5 Charges

5.01 For a single de-icing event, the Service Provider shall provide the de-icing services at the following rate:

 De-icing – Type I
 \$20.50/gallon

 De-icing – Type IV
 \$24.50/gallon

De-icing – Truck Fee\$85.00/Event

- Pricing does not include any airport and/or third party charges. Payment arrangements shall be made accordingly
- No extra charges shall apply for services provided at night, on Saturdays or Sundays and statutory holidays.
- Any applicable airport, city, state and/or local fees and taxes with respect to the services rendered to
 the Carrier will be re-charged at cost. Any fees and taxes will be separately recorded in the Service
 Provider's invoices.

Paragraph 6 Penalties

6.01 Service Provider agrees to perform the Services outlined in Paragraph 1 in compliance with Carrier's DAPM, and in accordance with any other notes in this Agreement. Should it be found that a service provider is not in compliance, Allegiant will review the non-compliance to determine appropriate action through one of the following:

Service Provider Failure Notice

• Issued by Allegiant, generally after a first occurrence, which will document a failure and will require the Service Provider to create a mitigation plan to prevent the failure from reoccurring.

Deicing Compliance Penalty

- Monetary penalty that assessed at 5% of the deice event invoice. This will be issued as a credit to
 Allegiant by the Service Provider and in the event of a repeat finding after the first Service Provider
 Failure Notice.
- Prior to any issued monetary penalty, an interview will be held with the Service Provider to review the compliance failure.

All actions listed above are issued at the discretion of Allegiant on a case-by-case basis. It is the intention of Allegiant to continuously work with its service providers to ensure deice operations remain compliant. Section 6.01 serves to document methods of action that Allegiant will utilize should it be found that failures are intentional, repetitive, or result in a monetary fine by the Federal Aviation Administration.

Paragraph 7 Notices

7.01 Whenever any notice or payment is required by this agreement to be made, given, or transmitted to the parties hereto, such notice shall be hand delivered, sent by overnight courier, or enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail.

If to Allegiant: If to the Service Provider:

Manager, Airport Contracts

Andrew Bailey, Manager, Ground Handling
Allegiant Air, LLC

Missoula County Airport Authority

5225 Highway 10 West

Las Vegas, NV 89144 Missoula, MT 59808
Phone: 702-830-8312 Phone: 406-532-8690
Fax: 702-851-7653 Fax: 406-541-4867

ATTACHMENT B.MSO.DI.08 to AGREEMENT for AIRPORT SERVICES – GENERAL TERMS AGREEMENT

Signed for and on behalf of	Signed for and on behalf of	
Allegiant Air, LLC	Missoula County Airport Authority	
byRoyden Wenger	by	
its Director, Procurement	its	
date	date	
Signature:	Signature:	

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: MOU with Forest Service

Review, discussion and possible approval of MOU with Forest Service and matters related thereto.

ACTION ITEM

2. AGENDA CATEGORY: (Please highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/DISCUSSION ITEM

3. TIME REQUIRED: 5 Minutes

- **4. BACKGROUND INFORMATION**: This MOU with the Forest Service is intended to provide for joint law enforcement for both organizations. The MOU provides that MCAA's Public Safety Officers have jurisdiction on Forest Service property and the ability to respond to incidents in progress. Chief of Public Safety Justin Shaffer will be at the meeting to answer any questions.
- 5. BUDGET INFORMATION:
- **6. SUPPLEMENTAL AGENDA INFORMATION:** MOU with Forest Service attached.
- **7. RECOMMENDED MOTION**: Move to approve Memo of Understanding between USDA Forest Service, Northern Region, Law Enforcement and Investigations and the Missoula County Airport Authority.
- 8. PREPARED BY: Tim Damrow
- 9. **COMMITTEE REVIEW**: None

MEMORANDUM OF UNDERSTANDING

Between

USDA FOREST SERVICE, NORTHERN REGION, LAW ENFORCEMENT AND INVESTIGATIONS

and the

MISSOULA AIRPORT POLICE

regarding

JOINT LAW ENFORCEMENT COOPERATION

The parties to this Memorandum of Understanding (MOU) are the United States Department of Agriculture, Forest Service, Northern Region, Law Enforcement and Investigation, (Forest Service) and the Missoula County Airport Authority (MCAA). This MOU is authorized by 16 U.S.C. §§ 551a, 553, 559d (5), 559g(c) and Montana Code Annotated § 44-11-304.

PURPOSE:

- 1. The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the MCAA and the Forest Service to cooperate in joint law enforcement activities. Both parties believe it is more efficient and cost effective to combine resources, cooperate, and coordinate with each other in matters relating to law enforcement and therefore propose to work together to further their mutual law enforcement interests. Both the Forest Service and the MCAA have determined that where a specific agreed upon need for law enforcement assistance and investigative support has been identified or where initial law enforcement action for a violation in progress exists, it shall be beneficial, economical, advantageous, and in the best interest of the public for these two agencies to form a cooperative relationship for the purpose of enforcing the laws.
- 2. This MOU also clarifies that MCAA's law enforcement jurisdictional authority, being certified peace officers in the State of Montana, does include Forest Service property and lands managed by the Forest Service in and around the Missoula Montana Airport, including but not limited to the Aerial Fire Depot, Smokejumper Base, Northern Region Fire Cache, Missoula Fire Sciences Laboratory, Northern Region Training Center, and the Missoula Technology and Development Center ("Forest Service Managed Property").

BOTH AGENCIES AGREE AS FOLLOWS:

- a. MCAA's Public Safety officers have law enforcement jurisdictional authority on Forest Service Managed Property.
- b. MCAA's Public Safety officers may respond to incidents when a violation in progress exists on Forest Service Managed Property.
- c. Both parties shall report all law enforcement actions taken on Forest Service Managed Property pursuant to this MOU in a timely manner; follow their

- established reporting and documentation procedures; and readily share information and written reports with each respective partner agency.
- d. Both parties shall provide any required or pertinent training beneficial to each respective agency.
- e. Both parties shall Assist one another with law enforcement incidents within their respective areas of responsibility.
- f. Provide officers of each agency proper and reasonable access to areas of shared jurisdiction where allowed by law and necessary or beneficial to law enforcement activities.

PRINCIPAL CONTACTS:

Forest Service LEI Contact	Missoula Airport Police Contact
Mark Burgeson	Justin Shaffer
Acting Special Agent in Charge	Chief, MCAA Public Safety
Phone: 406-329-3590	Phone: 406-370-0325
E-Mail: mark.burgeson@usda.gov	E-Mail:
	jjshaffer@flymissoula.onmicrosoft.com
Kris Hancock	
Patrol Commander	
Phone: 406-360-1347	
E-Mail: Kristopher.hancock@usda.gov	

Forest Service Administrative Contact	Cooperator Administrative Contact
Brian St Clair	Same as above
Patrol Captain	
Phone: 406-360-9087	
E-Mail: brian.stclair@usda.gov	

OTHER PROVISIONS:

SEVERABILITY: If a term of this MOU is determined to be inconsistent with law or the authority of the Forest Service or MCAA, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the Forest Service or the MCAA from participating in similar activities with other public or private agencies, organizations, and individuals.

COMMENCEMENT/EXPIRATION DATE: The MOU is effective as of the date of the last signature. This MOU expires five years after the date of the last signature unless extended by mutual written agreement of the parties.

TERMINATION: Any party may terminate this MOU in whole, or in part, at any time before the date of expiration by providing written notice to the other party.

NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to either party to this MOU of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. If any exchange of funds or equipment is anticipated, other agreements will be established to facilitate that exchange.

THE PARTIES HERETO have executed this instrument.

MISSOULA COUNTY AIRPORT	CAUTHORITY USDA FOR NORTHER	EST SERVICE, N REGION
	MARK BURGESON	Digitally signed by MARK BURGESON Date: 2024.02.26 15:06:03 -08'00'
Justin Shaffer Date: Chief, MCAA Public Safety	Mark Burgeson Acting Special Age	Date:

Missoula County Airport Authority

Agend a Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Lease Agreement with Greg Tabish and Mark Bretz

Review, discussion and possible approval of Lease Agreement with Greg Tabish and Mark Bretz and matters related the reto.

ACTION ITEM

2. AGENDA CATEGORY: (Ple ase highlight)
UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
INFORMATION/ DISCUSSION ITEM

- **3. TIME REQUIRED**: 5 Minute s
- 4. BACKGROUND INFORMATION: We have a vacant lot be tween Home stead Aviation and the Fed Ex plant that Neptune pre viously leased. When Neptune 's development plans changed, both MSO and Neptune agreed to terminate the lease. Staff was approached recently by Greg Tabish of Tab is h Bros. Distributers, Inc. for land to construct a hangar. Greg completed an application and staff is recommending a lease for a 20 year term. The lease contains a requirement that construction be completed within two years. As the lease is for an aviation purpose, the rate will be set by the Board annually and is currently \$0.18 per square foot. Greg is partnering with Mark Bretz. They are in the process of creating a limited liab ility company and the Lease Agreement will be in the name of the LLC. However, both Greg and Mark have agreed to sign personal guarantees.
- 5. BUDGET INFORMATION:
- **6. SUPPLEMENTAL AGENDA INFORMATION:** Lease Agree m ent and Pe rsonal Guarante e s attache d.
- 7. **RECOMMENDED MOTION**: Move to approve Lease Agree m ent with _______, LLC, contingent upon execution of personal guarantees by Greg Tabish and Mark Bretz.
- **8. PREPARED BY**: Lynn Fagan
- **9. COMMITTEE REVIEW**: None

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 27th day of August, 2024, by and between the MISSOULA COUNTY AIRPORT AUTHORITY, a municipal airport authority created pursuant to Montana law ("Lessor" or "MCAA") and Bravo One Hangar, LLC, a Montana limited liability company ("Lessee").

Recitals

- 1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport").
- 2. Lessee submitted an MCAA Aviation Operator and Lessee Application ("Application") requesting to lease land for aviation purposes on July 19, 2024.
- 3. MCAA has land available for aviation purposes and staff has reviewed and approved Lessee's Application.

NOW THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

- 1. <u>Lease</u>. Lessor grants Lessee the use of the Leased Property as described below for the limited purposes and uses as set forth in this Agreement.
- 2. <u>Leased Property</u>. The property leased shall consist of approximately 52,027 square feet as more particularly shown on the attached Exhibit A.
- 3. <u>Survey</u>. Lessor shall re-survey the Leased Property after the Construction Period (as more particularly described herein) to account for changes in boundaries and any other changes to the Leased Property. Lessee shall be responsible for the cost of the survey and shall pay the invoice for such cost within 30 days of receipt. Upon completion of the survey, it shall replace the current Exhibit A. The amended square foot charges shall take effect on the first day of the month following completion of the survey.
- 4. <u>Condition</u>, <u>Examination</u> and <u>Acceptance of Leased Property</u>. Lessee acknowledges that it has inspected the Leased Property, is satisfied with its condition, and accepts it in its present condition. Lessee acknowledges that its decision to enter into this Lease was based upon the Lessee's own inspection of the Leased Property and the Lessee's own judgment of its suitability and desirability for the Lessee's purposes, and that Lessee has not been governed or influenced by any representation of the Lessor as to the condition, suitability, character or earning capacity of the Leased Property.
- Term. The term of this Agreement shall commence on September 1, 2024, and continue through the Construction Period (as more particularly described herein) for approximately

- 22 years, terminating at 11:59 p.m. on June 30, 2044, unless terminated sooner pursuant to the provisions of this Agreement.
- 6. <u>Construction Period</u>. Lessee shall be constructing a hangar building on the Leased Property as more fully described in the Application, which is attached and hereby incorporated into this Agreement ("the Construction"). Lessee shall comply with all MCAA Development Guidelines and the requirements set forth herein for the Construction. Construction shall begin as soon as possible after execution of this Lease Agreement and shall be completed on or before September 1, 2026 ("the Construction Period"). If Construction is not completed by the end of the Construction Period, this Lease will automatically terminate and any improvements or personal property existing on the Leased Property after that date shall become the property of MCAA.
- 7. Holding Over. In the event Lessee shall hold possession of the Leased Property after expiration or termination of this Agreement, then such holding shall be a holdover tenancy from month to month and is otherwise governed by the same conditions, restrictions, limitations and covenants as contained in this Agreement. The intent of this provision is not to extend the term of this Agreement after termination or expiration, but rather to insure that any occupancy or use of the Leased Property by Lessee after expiration or termination of this Agreement is in strict compliance with the conditions, restrictions, limitations and covenants of this Agreement governing Lessee's use of the Leased Property.
- 8. Rents and Fees. Effective September 1, 2024, Lessee agrees to pay to MCAA a ground rent of \$0.18 per square foot per year based on the square footage of the Leased Property ("Rent").
 - a. Rent Adjustments. The amount of the Rent shall be adjusted from time to time, but not more frequently than annually, to the rate specified per square foot per year (not to exceed a 3% annual increase) by Resolution of the Missoula County Airport Authority Board of Commissioners ("Rate Resolution"). New Rate Resolutions shall be adopted annually at a regular meeting of the MCAA Board of Commissioners. Resolutions shall be adopted pursuant to state and local regulations, including open meeting and notice laws. All rents and fees due hereunder shall be paid in twelve equal installments, due and payable on the first day of each month.
 - b. Other Fees. All operations of Lessee conducted under this Agreement are subject to all other normal and customary fees as may be established and set by MCAA from time to time and which are applicable to Lessee's operations, including but not limited to landing fees and/or fuel flowage fees. Lessee shall comply with all reporting procedures which have been or may be established by the Lessor regarding such fees. Any such fees owed by Lessee will be billed on at least a quarterly basis and are due upon receipt of the invoice. Lessor reserves the right to conduct such audits and inspections of Lessee's records as may be reasonably

required to determine compliance with reporting requirements for any of Lessee's operations at the Airport.

- c. <u>Late Charge</u>. Lessee must pay a late charge of ten cents (\$.10) for each one dollar of each payment that is more than twenty (20) days in arrears. Any payment made after that date will not be considered complete unless it includes this late payment charge. Late charges accrue interest at the rate set forth in this Agreement from the date due until paid. Lessee will be in default under this Agreement until the late charges are paid in full.
- d. <u>Place of Payment</u>. All payments made under this Agreement will be sent to MCAA at the address set forth in this Agreement, or to whatever other person and/or address MCAA designates in writing.
- 9. <u>Taxes and Assessments</u>. Lessee shall timely pay any and all taxes, fees, assessments and charges owed as a result of or arising out of Lessee's use and occupancy of the Leased Property as set forth in the Primary Guiding Documents. If requested in writing by MCAA, Lessee shall provide MCAA with proof of payment of all such taxes and assessments.
- 10. <u>Utilities</u>. Lessee is responsible for contracting and paying for all utilities and services furnished to the Leased Property during the term of this Agreement, including but not limited to electric, gas, water, sewer, garbage, alarm, telephone, janitorial, lawn mowing, landscaping maintenance, and snow removal services. Lessee shall be responsible for payment prior to their delinquency date of all charges for utilities and services supplied to the Leased Property, including any special improvement district assessments levied by government authorities which are applicable to Lessee's improvements.

With respect to water and sewer for the Leased Property, MCAA contracts with the City of Missoula for all water supplied to the Airport. Lessee is responsible for the cost of all water used by Lessee. To facilitate the allocation of the water billing, Lessee must install and maintain a water meter and any necessary related equipment on any lines delivering water to the Leased Property. MCAA calculates the water and sewer charges annually, based on the prior year's usage. Water and sewer will be invoiced monthly with Rent and is due and payable on the first day of the month following the billing.

11. <u>Use of Leased Property</u>. Lessee's use of the Leased Property pursuant to this Lease is limited to the construction and operation of aircraft hangars. The hangars shall be used primarily for the storage of aircraft and in a manner consistent with the SASO provisions of the Primary Guiding Documents. Lessee shall be permitted to sub-lease the hangar space in compliance with this Agreement contingent on sub-lessee's agreement to be bound by the provisions of this Agreement.

No other uses or operations are permitted under this Agreement without the prior written approval of Lessor. Lessee must submit to Lessor a detailed written description of proposed new uses or operations. Lessor's consent will not be unreasonably withheld provided that the new use or operation is:

- a. Consistent with MCAA's overall mission;
- b. In compliance with MCAA's grant assurances to the FAA;
- c. Compatible and consistent with current and planned future uses of the Airport's facilities and property;
- d. In compliance with all applicable federal, state and local laws, regulations and/or ordinances; and
- e. Consistent with MCAA policies as they may exist at the time of the proposed new use or operation.
- 10. Applicable Laws. The Agreement is subject to all applicable federal, state and local laws and regulations governing the use of Airport property including those of the FAA, the State of Montana and Missoula County Airport Authority. Lessee agrees to comply with all such laws and regulations in all its operations on and uses of the Leased Property, including MCAA's Primary Guiding Documents. Lessee is bound by and subject to the provisions of the Primary Guiding Documents as they may be amended from time to time.
- 11. Badging Requirements. Lessee, its employees and/or contractors that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Lesse, its employees, and contractors will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the property of MCAA. Lessee and their employees and contractors shall comply with all security related audits, inspections, and screenings. Lessee will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Lessee shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.

12. MCAA's Reserved Rights. MCAA reserves the following rights:

a. For the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Property, together with the right to cause in the airspace such noise as may be inherent in the operations of aircraft now known or hereafter used for navigation of or flight in the airspace and for use of the airspace for landing on, taking off from, and/or operating on the airport.

- b. The right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers or drains, pipelines, telephone and power lines and other such utility or service lines with necessary or convenient equipment and accessories over, in, upon, through, across, and along the Leased Property or any part thereof as will not unreasonably interfere with Lessee's operations under this Agreement and to enter upon the Leased Property for any and all such purposes. MCAA further reserves the right to grant franchises, easements, rights-of-way and permits in, over and upon, along or across any and all such portions of the Leased Property as MCAA may elect so to do.
- c. The right to further develop or improve its property as it sees fit regardless of the desires or views of Lessee and without interference or hindrance from Lessee.
- d. The right to grant easements, rights of way and permits in, over and upon, along or across any and all such portions of the Leased Property as Lessor may elect to do. The exercise of any rights under this sub-section are subject to the following conditions:
 - i. No right of the Lessor provided for herein shall be exercised so as to interfere unreasonably with the Lessee's operations under this Agreement.
 - ii. Lessor agrees to consult with Lessee concerning construction activities which may impact Lessee's operations.
 - iii. Lessor agrees that any right as set forth herein shall not be exercised unless a prior written notice is given to Lessee.
 - iv. Lessor agrees that it will cause the surface of the Leased Property to be restored to its previous condition upon the completion of any required construction.
- e. Notwithstanding anything contained in this Agreement that may be or appears to be to the contrary, it is expressly understood and agreed that the rights granted under this Agreement for Lessee to use portions of the Airport outside the Leased Property are non-exclusive. MCAA reserves the right to grant similar privileges or leases to another operator or other operators on other parts of the Airport including for operations the same as or similar to Lessee's.
- 13. Obstructions and Airport Hazards Prohibited. Lessee expressly agrees to restrict the height of structures, objects, natural growth and vegetation, and any other obstructions on the Leased Property to such a height as to comply with FAA rules and regulations. Lessee expressly agrees to prevent any use of the Leased Property that would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.
- 14. <u>Existing Easements</u>. Lessee accepts the Leased Property subject to any and all existing easements, liens or other encumbrances.

- 15. <u>Lease Subordinate to Rights of the U.S. Government</u>. This Agreement is subordinate to the provisions and requirements of any existing or future agreement between MCAA and the United States of America relative to the development, operation, or maintenance of the Airport. This Agreement is subject to whatever right the United States Government has affecting the control, operation, regulation and/or taking over of the Airport.
- 16. <u>Construction on or Alteration of the Leased Property</u>. The following terms and conditions shall govern the alteration or construction of any improvements, buildings or structures on the Leased Property and any alterations of such buildings or structures:
 - a. Prior to commencing construction or alteration of any improvements on the leased property, Lessee must comply with the notification and review requirements of Title 14, Part 77 of the Federal Aviation Administration regulations as the same may be amended from time to time or such other regulations replacing Part 77 as may be adopted by the Federal Aviation Administration. Lessee shall comply with the MCAA Development Guidelines and any other applicable provisions in MCAA's Primary Guiding Documents. The Development Guidelines and Primary Guiding Documents require, in part, that the Lessee submit plans and specifications for the proposed construction to MCAA or its designate and that the plans and specification be approved in writing prior to the commencement of construction.
 - b. Prior to beginning any construction on or alteration to the Leased Property, Lessee must obtain all building or construction permits or licenses applicable to the project. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee shall pay for the movement, installation and/or replacement of any utility, sewer, electrical, gas, phone, water and any other utility or service lines within the Leased Property. To the extent necessary for any construction undertaken on the Leased Property by Lessee, Lessee will pay the cost of bringing electrical, gas, phone and water lines and any other necessary utilities to the nearest boundary line of the Leased Property from where they are currently located. Lessee will pay for and install any meters and/or related equipment on any utilities supplied to the Leased Property as may be necessary to allocate the cost of the monthly utility services to Lessee.
 - c. Upon completion of any construction work on the Leased Property, Lessee shall submit to MCAA a written certification from an architect licensed in the state of Montana or certified plans and statement provided by the builder that the work has been completed in compliance with the plans and specifications and in compliance with Montana State and Federal applicable laws and regulations, including building, fire and safety codes.
- 17. <u>Liens and Encumbrances</u>. Lessee agrees to keep the Leased Property free of construction liens or other similar liens and encumbrances. Lessee agrees to indemnify

and hold MCAA harmless from and against any and all claims, liens, demands, costs, and expenses of whatsoever nature for any work done, labor performed or materials furnished to or at the Leased Property, including attorney fees, expenses and costs. This paragraph does not prohibit Lessee from granting consensual mortgages and/or liens on its leasehold interest and any structures or building placed on the Leased Property, provided Lessee obtains MCAA's prior written approval for such liens as required by MCAA's Primary Guiding Documents.

- 18. <u>Reports</u>. Lessee shall submit a written report of the following information within ten (10) days after receipt of a written request from MCAA. The reports shall be prepared on a form supplied by MCAA. Any additions or deletions to the information shown in the report shall be promptly reported in writing to MCAA.
 - a. A list of all Lessee's employees who are employed at the Airport, including the employees' name, address, and telephone number.
 - b. A list of all aircraft located on or based from the Leased Property, including aircraft year, make, model, and registration number.
 - c. A list of all Lessee's subleases and copies of lease agreements.
- 19. <u>Maintenance of Leased Property</u>. Lessee is responsible for all maintenance, cleaning and repair of the Leased Property, including the specific items set forth in this section and any requirements set forth in MCAA's Primary Guiding Documents. If the Leased Property is not properly maintained as required, MCAA may cause such repair, maintenance and/or cleaning to be done after giving written notice to the Lessee. Lessee must pay the cost of such work within ten (10) days after being billed by MCAA.
 - a. Lessee agrees to repair and maintain the Leased Property and all improvements in good order and repair, including but not limited to crack sealing, seal coating, sweeping and snow removal on any pavement or concrete aprons or taxiways located on the Leased Property.
 - b. Lessee agrees to keep the Leased Property and all improvements in a neat, clean and orderly condition including, but not limited to, the prevention of the accumulation of any trash, debris, litter, refuse or waste materials.
 - c. The long-term storage of materials/supplies, equipment (motorized equipment excepted), aircraft parts and packing materials and all other support items outside the facility and in the public view is prohibited without MCAA's prior written approval. Any outdoor storage of any materials must comply with all applicable environmental requirements including but not limited to storm water pollution regulations.
 - d. Lessee agrees to comply with all requirements of MCAA's Storm Water Pollution Prevention Plan ("SWPPP"), including but not limited to conducting and recording

- required inspections, and MCAA's Spill Prevention, Control and countermeasure Plan ("SPCC").
- e. Any damages caused by Lessee's use and/or spillage of petroleum products on the apron shall be repaired by and at the sole expense of the Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by MCAA. If Lessee fails to properly repair any such damage after written notice from MCAA, then MCAA may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs.
- f. MCAA's representative shall have the right, 24 hours after written notice, to inspect the Leased Property to determine if Lessee is complying with the provisions of this Agreement. Lessee's representative may accompany MCAA's representative on all inspections.
- 20. <u>Use of Public Airport Facilities</u>. Lessee is granted the nonexclusive use of all public Airport facilities. All such use shall be in accordance with the laws of the United States of America, the State of Montana, and the rules and regulations promulgated by MCAA with reference to aviation, air navigation and general Airport operations.
- 21. Apron Repairs. Lessee acknowledges that it may be necessary for MCAA to do work on aprons or other areas within the Lease Property. During the time periods that a portion of the Leased Property is not available for use by Lessee due to work being performed by MCAA, the rent for that time period will be reduced pro rata based on the square footage of the area being worked on by MCAA. MCAA shall have no other obligations to Lessee and Lessee may not make any claim for expenses or lost revenue, profit or income resulting from the area not being available to Lessee because of MCAA's work within the Leased Property.
- 22. Apron Weight Limits. MCAA has and/or will set certain weight limitations for aircraft using the apron portion of the Leased Property or any connecting taxiways. The weight limitations, and any changes or updates, will be provided to Lessee in writing. Lessee must comply with all such weight limits in the use of the Leased Property and any connecting taxiways. Any damage caused by aircraft exceeding the weight limits shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of MCAA of detailed plans for the repair work which meet or exceed the specifications set by the Airport. If Lessee fails to properly repair any such damage within ten (10) days after written notice from the Airport, then MCAA may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. The bill is due and payable upon receipt.
- 23. <u>Use of Petroleum Products on Aprons</u>: Any damages caused by Lessee's use and or spillage of petroleum products on the apron shall be repaired by and at the sole expense of Lessee after obtaining the prior written approval of Lessor of detailed plans for the repair

work which meet or exceed the specifications set be Lessor. If Lessee fails to properly repair any such damage after written notice from Lessor, then Lessor may cause such repairs to be made and bill Lessee for all of the costs associated with the repairs. Lessee's failure to promptly pay for such repairs is a material breach of this Lease.

- 24. <u>Inspection.</u> Lessor's representative shall have the right, after written notice, to inspect the Leased Property to determine if the provisions of this Lease are being complied with by Lessee. Lessee's representative may accompany the Lessor's representative on all inspections.
- 25. <u>Non-Discrimination</u>. Lessee agrees to comply with all federal and state laws, rules and regulations regarding non-discrimination, including any such laws, rules or regulations of the U.S. Department of Transportation, Title 49, Part 21 and 26.
 - a. Notwithstanding anything to the contrary contained in this Agreement, the parties agree that Lessee is responsible for compliance with the Americans With Disabilities Act of 1990 (the "ADA") for any and all activities on the Leased Property, including compliance with the provisions of Title III of the ADA for any construction, renovations, alterations, and repairs made by Lessee within or on the Leased Property during the term of this Agreement.
 - b. Lessee agrees for the term of this Agreement, and any renewals, that all hiring of employees must be on the basis of merit and qualifications, and that is shall not discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
 - c. Noncompliance with the above provisions shall constitute a material breach of this Agreement. In the event such noncompliance is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA shall have the right to terminate this Agreement and the estate created without liability therefor or at the election of MCAA or the United States either or both shall have the right to judicially enforce said provisions.

26. Obligations of MCAA.

- a. MCAA covenants and agrees that upon execution of this Agreement, the Missoula County Airport Authority is the owner of the Leased Property and has good title thereto, free and clear of all liens and encumbrances having priority over this Agreement but subject to the normal and customary restrictions and limitations associated with a public airport and/or the limitations and restrictions set forth in this Agreement.
- b. MCAA warrants to Lessee peaceful possession and quiet enjoyment of the Leased Property during the term of this Agreement conditioned upon timely and complete

- performance of Lessee's obligations under this Agreement and subject to the limitations and restrictions set forth in this Agreement.
- c. MCAA covenants and agrees that during the term of this Agreement it will operate and maintain Missoula International Airport and its public airport facilities as a public airport consistent with and pursuant to the assurances given by MCAA to the United States Government under the Federal Airport Act. MCAA shall maintain access to the Terminal building and terminal ramp in good and adequate condition for use by vehicles and fuel trucks and shall maintain such access to the Leased Property during this Agreement, subject to changes, alterations and interruptions in such access as may be necessary during construction, emergencies or special events.
- 27. <u>Default by Lessee</u>. In the event of a default by Lessee in the performance of any covenant, term, condition, or obligation or violation of any term of this Agreement and such default is not corrected within thirty (30) days after written notice to Lessee by MCAA, MCAA may pursue any and all legal remedies available. If the default is not capable of being corrected within thirty (30) days, then Lessee must commence corrective action within the thirty (30) days and diligently pursue it to completion.
- 28. MCAA's Rights Upon Default. If the MCAA notifies the Lessee in writing that it is in default under this Agreement, and the Lessee fails to cure the default within the time set forth in the notice, MCAA may, without making further notice or demand upon the Lessee, take any or all of the following actions:
 - a. Leave this Agreement in effect, permit the Lessee to remain in possession of the Leased Property, and bring an action or actions against the Lessee to recover the amounts owed by the Lessee under this Agreement as they become due, and to recover any other amounts necessary to compensate the MCAA for all detriment caused by the Lessee's failure to perform its obligations under this Agreement. The abandonment of the Leased Property by the Lessee will not affect the Lessee's obligations under this Agreement.
 - b. Notify the Lessee in writing that the Agreement is terminated, and demand that the Lessee immediately relinquish possession of the Leased Property. The MCAA may take this action either as an alternative to or subsequent to exercising the remedies set forth in sub-section (a) of this paragraph. If the Lessee does not relinquish possession of the Leased Property, the MCAA may enter and take possession of the Leased Property, may remove the property and personnel of the Lessee from the Leased Property at the expense of the Lessee, and may store the Lessee's personal property in any reasonable manner and place selected by the MCAA, without liability for any physical damage or financial loss that may be caused to the Lessee by such removal. The Lessee agrees to reimburse the

- MCAA for all expenses of and all damage caused by the repossession of the Leased Property and the removal and storage of the Lessee's property.
- c. Hold, renovate, or dispose of the Leased Property or any part of the Leased Property on any terms selected by the MCAA, free and clear of any rights of the Lessee and without any duty to account to the Lessee for any proceeds of the use of the Leased Property.
- d. Relet the Leased Property in any commercially reasonable manner, and apply the proceeds, after deducting all costs and expenses incurred in connection with retaking possession of, remodeling, and reletting the Leased Property, in payment of the Lessee's obligations under this Agreement, with the Lessee remaining responsible for any deficiency.
- e. If Lessee's default consists of failure to obtain, maintain or pay for any of the insurance policies which this Agreement requires it to maintain, or failure to pay any tax, assessment, or other charge which this Agreement requires it to pay, or failure to keep the Leased Property free from liens, levies and encumbrances, or failure to indemnify the MCAA against any claim, action, damage, loss, injury, demand, liability, cost or expense, the MCAA will have the right, but not be obligated, to take that action itself, and to bill the Lessee for the costs of taking that action. If the Lessee fails to pay such costs with the next payment due under this Agreement, the Lessee agrees to pay the late charge and interest on those costs at the rates provided for in paragraphs 6(j) and 6(k), respectively, of this Agreement.
- f. Pursue any and all other rights or remedies available to MCAA at law or in equity.
- 29. Notice of Default Fee. If an event of default occurs and MCAA sends a notice of default to Lessee, Lessee must pay the MCAA \$300 per notice to reimburse MCAA for the costs of sending the notice of default. This fee will be set forth in the notice of default, and the default will not be considered cured until this fee is paid.
- 30. <u>Hold Harmless</u>. Lessee shall defend, indemnify, save, protect, and hold harmless MCAA and/or individually and collectively, its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse MCAA for) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may be imposed upon, claimed against or incurred or suffered by MCAA and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from MCAA's negligence or willful misconduct: (a) any act, omission, or negligence of Lessee or Lessee's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Leased

Premises, whether or not due to Lessee's own act or omission; (c) any condition created in or about the Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Lessee's obligations under this Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of Montana's principles of comparative fault.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Lessee or Lessee's employees, vendors, suppliers, contractors, or any other entity associated with Lessee or in the event any of these entities violates any environmental law, the Lessee shall accept total responsibility and defend, indemnify, save, protect, and hold harmless MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to MCAA individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of Montana's governmental immunity act or similar statutory provision.

MCAA agrees to indemnify and hold Lessee and its officers, agents, and employees harmless from and against any and all claims, demands, loss or liability of any kind or nature which Lessee, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of or in any manner connected with the fault, negligence or lack of care of MCAA, its officers, agents or employees in the use of the Leased Property.

10. Removal or Sale of Improvements Upon Expiration or Termination.

a. Upon the expiration of the final term of this Agreement or upon any termination of this Agreement, Lessee shall deliver possession of the Leased Property to MCAA in substantially the same condition that existed at the commencement of the FBO Lease, which shall include the removal of any structures, fixtures, improvements or alterations to the Leased Property. Upon expiration or termination of Agreement, MCAA shall automatically have title to all structures, fixtures, installations and improvements made by Lessee upon the Leased Property that are not removed by Lessee prior to expiration or termination of this Agreement, except in the event of a holdover pursuant to §5 herein. In the event the Leased Property is not restored to substantially the same condition that existed at the start of the FBO Lease, MCAA may recover from Lessee the costs and expenses associated with restoring the Leased Property, including the disposal of any unwanted property and/or improvements left behind by Lessee. In addition, all rents and fees due under this Agreement shall continue at the normal rate until the

Leased Property is returned to MCAA in the proper condition, until Lessor purchases all of Lessee's improvements, or until the effective date of a new lease to a third party as described below.

- b. In the event Lessee desires to sell any of the structures, installations and improvements located on the Leased Property to a third party upon expiration of this Agreement, Lessee must notify MCAA in writing of Lessee's intent to do so no later than one hundred eighty (180) days before the expiration of this Agreement. The notice must specify those items being offered for sale and must include a copy of a bona fide, binding, enforceable and fully executed written sale agreement with the third party. In its sole and absolute discretion, MCAA may elect to purchase all of the items proposed to be sold at the same price as that offered in writing by the third party. MCAA's purchase of the property is subject to FAA approval and other normal and customary requirements for the acquisition of property by MCAA. If no election is made by MCAA within sixty (60) days after the notice from Lessee, then the sale to the third party may proceed and all structures, installations and improvements located on the Leased Property must be removed in accordance with the requirements of this section. A sale of any structures, installations or improvements to a third party under this section does not include any right to operate on or from any part of the Leased Property nor to use any part of the Leased Property for any purpose except as may be necessary for removal of the improvements. If MCAA declines to purchase the property and the sale to the third party is not completed, then MCAA's rights to purchase the improvements under this provision shall continue to exist for all future potential sales to third parties.
- c. In the event Lessee desires to transfer and assign this Lease and the improvements to a successor or assign prior to the expiration, Lessee must notify Lessor in writing of its intent to do so no later than one (1) year before the expiration of this Lease. The notice must identify the proposed successor or assign and provide all the information required by Lessor's rules and regulations for prospective new Lessees as they may exist from time to time. The assignment will not be approved unless the new Lessee meets all applicable and customary criteria for Airport lessees. The new Lessee must specifically agree to be bound by all terms and conditions of this Lease. In the event the assignment is not approved before expiration of this Lease, then Lessee must remove all structures, fixtures, improvements or alterations to the Leased Property pursuant to the provisions of sub-paragraph a of this section and any other applicable terms of this Lease. If a new or different use or operation is contemplated by the successor or assign, then Lessee and/or its proposed assignee must first obtain Lessor's written approval for a change in the uses or operations as required by the other provisions of this Lease contemporaneously with the request for approval of the sale and assignment.
- 11. <u>Insurance</u>. During the term of this Agreement, the Lessee will obtain and maintain the following kinds and amounts of insurance with respect to the Leased Property:

- a. Commercial general liability insurance with a reputable company insuring against liability for bodily injury and property damage occurring in, on or around the Leased Property, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit of bodily injury and property damage, and shall name MCAA as an additional insured.
- b. Property and casualty insurance with a reputable company insuring any personal property on the Leased Property against all risks in an amount not less than the replacement value of such items or One Million Dollars (\$1,000,000.00), whichever is higher.
- c. Any other insurance that is customarily required for the type of activity conducted by Lessee and that MCAA may request in writing.
- d. All such insurance policies will be in a form or forms which satisfy the requirements of MCAA's Primary Guiding Documents as the same may exist or be amended from time to time. Lessee shall deliver annually to MCAA a certificate of all required insurance showing it to be in effect and providing that it will not be canceled without at least thirty (30) days prior written notification to MCAA. The procuring of such policy or policies of insurance shall not be construed to be a limitation upon Lessee's liability under the hold harmless agreements set forth in this Agreement, nor as full performance of Lessee's part of the indemnification provisions of this Agreement. Regardless of the existence of insurance, Lessee's obligation is the full and total amount of any damage, injury or loss caused by the fault, negligence or lack of care of Lessee, its officers, agents or employees in its operations at the Airport.
- 12. <u>Destruction of Leased Property</u>. If the Leased Property or any part thereof is damaged or destroyed by reason of any cause other than Lessee's fault or negligence, the parties agree to commence and diligently pursue to completion the repair or reconstruction of the Leased Property by MCAA and Lessee's property by Lessee, in which event this Agreement shall remain in full force and effect, or at Lessee's option, Lessee may terminate this Agreement upon written notice to MCAA within thirty (30) days after the damage or destruction of the Leased Property.
- 13. <u>Abandonment</u>. If Lessee shall abandon or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Leased Property thirty (30) days after such abandonment or dispossession shall be deemed to have been transferred to Lessor and Lessor shall have the right to remove and dispose of the same without liability to account to Lessee or to any person claiming under Lessee.
- 14. <u>Termination by Lessee</u>. If, during the term of this Agreement, any law or ordinance should come into effect which so restricts the use to which the Leased Property can be put that

the Lessee is unable to use the Leased Property in the manner contemplated in this Agreement, then the Lessee may upon first obtaining written consent from the holder of any lien or encumbrance upon the Leased Property and upon thirty (30) days written notice to MCAA terminate this Agreement. In the event of termination by Lessee under this clause, Lessee shall pay to MCAA all rents and fees and other consideration up to the date of termination.

- 15. <u>Termination by MCAA</u>. In addition to termination resulting from Lessee's default, MCAA may terminate this Agreement with written notice to Lessee for the following reasons:
 - a. In the event that any court or governmental agency having jurisdiction over MCAA shall mandate the termination of this Agreement or mandate changes in the use of the Leased Property which prevent the Leased Property from being used in the manner contemplated by this Agreement.
 - b. If MCAA should require the Leased Property in connection with the future expansion and/or operation of the Airport.
 - c. If the MCAA alters its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.
 - d. If any other governmental agency assumes control of the Airport or any portion of the Airport in a manner that would preclude Lessee from operating under the terms of this Agreement.

If this Agreement is terminated pursuant to the terms of this paragraph, Lessee shall have the right to lease from MCAA, to the extent of MCAA's ability to lease, a site similar in size to the Leased Property on the same terms and conditions as set forth in this Agreement provided suitable space is vacant and available at the Airport. In such an event, MCAA reserves the right in its sole and absolute discretion to relocate to the new site any of the facilities of Lessee consistent with federal and state laws. Any site relocation will be at the expense of MCAA provided, however, that MCAA shall not be liable for any damages for any loss of business or income resulting from such relocation. During the period of relocation, MCAA agrees to allow Lessee to operate from any existing feasible facilities or temporary site which MCAA may then have available. In the event a new site is not provided, MCAA will comply with the applicable federal and state laws concerning Lessee's rights and property interests under this Agreement and nothing in this Agreement shall be construed to reduce the compensation or damages, if any, owed to Lessee from any such relocation, termination or taking.

- 16. <u>Notices</u>. All default or termination notices given or to be given by either party to the other shall be given in writing to the addresses set forth below or at such other addresses as the parties may by written notice designate; and
 - a. Sent certified mail, return receipt requested; or

b. Given by email. Email notice will be effective on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

Airport Director
Missoula County Airport Authority
5225 Highway 10 West Box 25
Missoula, Montana 59808
bellestad@flymissoula.com

Greg Tabish, Member Bravo One Hangar, LLC 1002 East Broadway Missoula, MT 59802 greg@gwpetrol.com

- 17. <u>Hazardous Substances Pollution Liability</u>. For purposes of this Agreement, "Hazardous Substances" means asbestos and any toxic, dangerous, or hazardous waste, substance, or material under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, the Resource Conservation and Recovery Act, any so-called Superfund or Superlien law, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
 - a. MCAA warrants and represents that to the best of its knowledge there are no existing hazardous substances, wastes or pollutants or any underground storage tanks on the Leased Property and that, to the best of its knowledge, no hazardous substances have been released or discharged by MCAA on the Leased Property including in the soil and groundwater. MCAA shall indemnify and hold harmless the Lessee against any and all costs, including fines, penalties or administrative costs that may be associated with a breach of this warranty and representation.
 - b. Lessee warrants and covenants that during the term of this Agreement it will not produce, handle, store, release, or dispose of hazardous substances on the Leased Property except as expressly authorized in this Agreement or by prior written permission from MCAA. The phrase "expressly authorized in this Agreement" means Lessee's use of substances such as fuel, oil, lubricants, cleaning solvents or other similar such substances used in the ordinary course of Lessee's business on the Leased Property provided such use is in strict compliance with this Agreement and all applicable environmental and safety laws, rules and regulations. Failure of Lessee to abide by the terms of this paragraph may be restrained by injunction, in addition to any other remedies available to MCAA.
 - c. Lessee will give written notice to MCAA before storing, using, or disposing of any hazardous substances on the Leased Property. The notice will identify the hazardous substance, describe the manner in which it will be stored, used, or disposed of, and describe the manner in which any excess quantities of the hazardous substance or byproducts arising from the hazardous substance will be disposed of by Lessee. If MCAA objects to the storage, use, or disposal of a

hazardous substance on the Leased Property, it may demand that Lessee refrain from or cease the activity objected to and may demand that Lessee take any appropriate steps to remove the hazardous substance from the Leased Property. The failure of the Lessee to notify MCAA of the storage, use, or disposal of a hazardous substance on the Leased Property, or the failure of Lessee to comply with any demand of MCAA with respect to hazardous substances, will constitute an event of default under this Agreement.

- d. Any approved and authorized hazardous substances on the Leased Property will be stored, used, and disposed of in strict compliance with all applicable laws, rules, and ordinances. MCAA has the right to inspect the Leased Property, 24 hours after giving written notice to the Lessee, to determine if the Lessee is storing, using, or disposing of any hazardous substances, and if so whether the Lessee is doing so properly.
- e. Lessee must immediately notify MCAA of any fuel spills, breaches of any nature of any environmental laws or regulations, disposal or release of hazardous substance in the Leased Property, any discovery of hazardous substances in the Leased Property, or of any notice by a governmental authority or private party alleging that a disposal or release of hazardous substances on or near the Leased Property may have occurred. Lessee will promptly deliver to MCAA copies of and provide complete access to any and all documents or information in its custody, control or possession, regarding hazardous substances including any such documents or information received from, or submitted by the Lessee to, the United States Environmental Protection Agency and/or any federal, state, county, or municipal environmental or health agency concerning the Leased Property or the operations being conducted on the Leased Property.
- f. To the full extent permitted by applicable law, Lessee will defend, indemnify, and hold MCAA harmless from any and all costs, expenses, damages, assessments, remediation, claims, liabilities, fines, judgments, penalties, costs, suits, procedures, violations of environmental laws or regulations, and actions of any kind, including but not limited to attorney fees, arising out of or in any way connected with any storage, use, spills, discharges, or releases of hazardous substances on the Leased Property caused by or arising from the fault, conduct, act, omission and/or negligence of Lessee and/or its employees, agents, contractors, guests and/or invitees. The obligations and liabilities of the Lessee shall continue for as long as MCAA remains responsible for any spills, discharges, or releases of hazardous substances.
- g. Upon expiration or termination of this Agreement, the Lessee will remove, to the satisfaction of MCAA, all hazardous substances released or deposited on the Leased Property, including in the soil and groundwater, by Lessee and/or its employees, agents, contractors, guests and/or invitees.

- h. If Lessee fails to comply with any applicable environmental laws, regulations or rules, MCAA, in addition to its rights and remedies to enter the Leased Property and improvements, may take necessary measures to ensure compliance with environmental requirements all at Lessee's expense.
- i. The provisions of this section shall survive any expiration or termination of this Agreement.
- 18. <u>Assignment, Subletting and Encumbrances</u>. Any subletting of Lessee's interest in the Leased Property or granting of any liens or encumbrances on the Leased Property or any part or portion thereof must first be approved in writing by MCAA pursuant to MCAA's Primary Guiding Documents. Any new Lessee or sub-Lessee must agree to be bound by and to comply with all provisions of this Agreement and must submit all information and documents required of new Lessees as set forth in the Primary Guiding Documents. MCAA may delegate the authority to approve requests for subletting and or the creation of encumbrances on leased space to its Director.
- 19. <u>Time</u>. Time is of the essence in this Agreement.
- 20. Computation of Time. Whenever the last day for the exercise of any privilege or right or the discharge of any duty under this Agreement will fall upon a Saturday, a Sunday, or any public or legal holiday, whether state or federal, the party having the privilege, right or duty will have until 5:00 p.m. on the next regular business day to exercise the privilege or discharge the duty.
- 21. <u>Place of Performance, Governing Law and Choice of Venue</u>. The place of performance of this Agreement shall be in Missoula County, Montana. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 22. Negotiation of This Agreement. The parties acknowledge that this Agreement is the result of substantial negotiations between the parties and should be construed in accordance with the fair intent and meaning of the language, considered in its entirety and not for or against either party, regardless of which party (or which party's attorney) prepared this Agreement. Each party acknowledges that it has consulted with its own attorney in connection with the negotiation of this Agreement.
- 23. <u>Amendments</u>. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.
- 24. <u>Merger</u>. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as

contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.

- 25. Attorney Fees, Expenses and Costs. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out of pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out of pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 26. <u>Partial Invalidity</u>. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 27. <u>Headings and Captions</u>. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.
- 28. <u>Waiver</u>. The failure of MCAA or Lessee to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
- 29. <u>Successors in Interest</u>. The terms, covenants and conditions of this Agreement apply to and are binding on the successors and assigns of the parties to this Agreement.
- 30. Official and Corporate Action. The parties represent and warrant that each has taken all official or corporate action necessary to authorize the execution and performance of this Agreement.
- 31. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement shall take effect upon being signed by both parties.

Missoula County Airport Authority	Bravo One Hangar, LLC			
By: Brian Ellestad, Airport Director	By: Greg Tabish, Member			

PERSONAL GUARANTEE				
I, Greg Tabish, a member ofLLC, hereby personally guarantee the prompt, ful and complete performance byLLC of the terms and conditions of the Lease Agreement which commences on September 1, 2024 with the Missoula County Airport Authority. A copy of the Lease Agreement is attached hereto and incorporated herewith.				
If LLC fails to perform any term and/or condition of the Lease Agreement, agree to be personally liable for all damages incurred by the Missoula County Airport Authority thereby.				
Dated this day of, 2024.				
Greg Tabish				
STATE OF MONTANA)				
: ss County of Missoula)				
SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me by Greg Tabish, this day of, 2024.				
Notary Public for the State of Montana				
(Notarial Seal)				

PERSONAL GUARANTEE			
I, Mark Bretz, a member of LLC, hereby personally guarantee the prompt, full and complete performance by LLC of the terms and conditions of the Lease Agreement which commences on September 1, 2024 with the Missoula County Airport Authority. A copy of the Lease Agreement is attached hereto and incorporated herewith.			
If LLC fails to perform any term and/or condition of the Lease Agreement, I agree to be personally liable for all damages incurred by the Missoula County Airport Authority thereby.			
Dated this day of, 2024.			
Mark Bretz			
STATE OF MONTANA)			
: ss County of Missoula)			
SUBSCRIBED AND SWORN TO AND ACKNOWLEDGED before me by Mark Bretz, this day of, 2024.			
Notary Public for the State of Montana			
(Notarial Seal)			

Missoula County Airport Authority

Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Task Order No. 64 to the Master Agreement for Professional Engineering Services with Morrison-Majerle.

Review, discussion and possible approval of Task Order No. 64 to the Master Agreement for Professional Engineering Services with Morrison-Maierle. This Task Order will be for the creation and submittal of a ZEV (Zero Emissions Vehicle) Grant Application to the FAA and matters related thereto. **ACTION ITEM**

- 2. AGENDA CATEGORY: (Please highlight)
 UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
 INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 10 Minutes
- **4. BACKGROUND INFORMATION**: A ZEV Grant is being developed and submitted to the FAA in hopes of funding multiple electric airfield vehicles. The vehicles will be used for airfield maintenance only.

This Task Order with Morrison-Maierle will develop the pre-application for FAA approval. If the pre-application is approved, Morrison-Maierle will then put together a package to solicit bids for vehicle acquisition, followed by a reimbursable grant and FAA closeout process.

This Task Order assumes that a final grant application will be submitted to the FAA. However, if the pre-application is not approved by the FAA, the services associated with this task order will be discontinued at that time.

- **5. BUDGET INFORMATION**: Amount Required: \$23,500 (federally funded) AIP Funds: \$21,150 (MSO Share: \$2,350)
- **6. SUPPLEMENTAL AGENDA INFORMATION:** Task Order No. 64 Scope and Fee.
- **7. RECOMMENDED MOTION**: Move to Approve Task Order No. 64 with Morrison-Maierle in the amount of \$23,500.00.
- **8. PREPARED BY**: Brian Ellestad, Airport Director
- 9. COMMITTEE REVIEW: None.

TASK ORDER-64

For Master Agreement for Engineering Services Between OWNER, <u>Missoula County Airport Authority</u> and the ENGINEER, <u>Morrison-Maierle</u>

Task Order

This Task Order is issued under the Master Agreement for Professional Engineering Services between OWNER, Missoula County Airport Authority (MCAA) and ENGINEER, Morrison-Maierle (M-M) dated June 29, 2021, the terms of which are incorporated herein by reference.

SPECIFIC PROJECT DATA

TITLE: ZEV EQUIPMENT ACQUISITION

 Objective: To complete a pre-application submittal for ZEV (Zero Emissions Vehicle) Grant Application, develop equipment specifications, assist with the bidding process, and complete the project closeout.

Programming and Preliminary Design Services: The initial phase of this project includes developing the program objectives and evaluating the type of vehicle and number of vehicles to acquire. Prepare a pre-application for a ZEV Grant based on vehicle evaluations and submit to the FAA. At this point, the project will sit on hold until the FAA approves the pre-application. Should the application be rejected, the remainder of this Task Order will be null and void.

Final Design Services: This phase includes developing technical specifications for the bid package of an electric vehicle(s) acquisition. This phase will conclude with the approval from the FAA and the Airport Authority to begin the bidding process.

Bidding Services: This phase assists in the bidding process for an electric vehicle(s) acquisition. This includes solicitations from vendors, response to RFIs and will conclude with a grant application for federal funding and recommendation of award to the Airport Authority.

Project and Grant Closeout Services: Provide assistance in closing out the project and grant with the FAA and provide a final report to the OWNER and FAA.

Deliverables: At the completion of this Task Order, the ENGINEER will deliver the following documents to the OWNER for review:

- ZEV Grant Pre-Application
- Final Bidding Documents
- Final FAA Grant Application
- Grant Closeout Report

SECTION 1 – ENGINEER'S RESPONSIBILITY: Applicable paragraphs of Section 1 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

A. Programming and Preliminary Design Services

- Develop project scope and fee for Task Order as well as finalize the project schedule.
- 2. Attend Pre-Design Meeting with the OWNER and the FAA-Helena ADO to discuss scope of the project and schedules. Provide summary of meeting.
- 3. Communicate project progress with the OWNER and the FAA-Helena ADO. Manage the services

- of the design team, provide oversight and quality control, check documents, organize project information and process pay applications for the task order.
- 4. Submit a pre-application for FAA approval to procure electric vehicle(s).
- 5. Coordinate with FAA for environmental review requirements for the project. This is anticipated to be an undocumented categorical exclusion.
- 6. Maintain project coordination with the Owner and Contractor throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.

B. Final Design Services

- 1. Prepare the following legal and technical specifications for bidding purposes:
 - Front End (legal) Specifications
 - FAA General Conditions
 - Special Provisions
 - Technical Specifications
- 2. Complete Quality Assurance reviews of the project specifications.
- Coordinate final reviews by the OWNER and FAA. Obtain approvals to proceed with bidding services.

C. Bidding Services

- 1. Prepare and distribute electronic plans and specifications to contractors, suppliers and manufacturers via the ENGINEER's website and online bidding services.
- 2. Solicit project interest and advertise Bid Opening.
- 3. Respond to bidder inquiries during the advertisement period; coordinate responses and prepare addenda for bidding documents as required.
- Attend Bid Opening.
- 5. Review bid proposals, verify accuracy, review DBE participation and verify contractor qualifications and Buy American on all submittals of the Contractor.
- 6. Prepare bid tabulations and provide a recommendation of award to the OWNER and FAA.

D. Project Closeout Services

- 1. Prepare an application for Federal Assistance for an FAA design grant and submit to the Helena ADO.
- 2. Prepare and coordinate Sponsor Certifications for submittal to the FAA.
- Review equipment upon delivery and verify that all specified items have been provided to the satisfaction of OWNER.
- 4. Receive bonds, product certificates, certificates of inspection, tests, approvals, and other data required by the Contract documents.
- 5. Complete the FAA final report check list for equipment acquisition grants.
- 6. Summarize Project Financial Documentation and submit final SF-271 and SF-425 forms to the

7. Prepare a final closeout report and submit to the FAA for the grant in accordance with FAA guidelines.

SECTION 2 – OWNER'S RESPONSIBILITY: All paragraphs of Section 2 of the Master Agreement for Engineering Services are hereby incorporated by reference.

SECTION 3 – TIMES OF PERFORMANCE: Applicable paragraphs of Section 3 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

<u>Milestone</u>	Completion Date
A. Pre-Design Services	October, 2024
B. Final Design Services	March, 2025
C. Bidding Services	April, 2025
B. Project Closeout	October, 2025

SECTION 4 – PAYMENT TO ENGINEER: Applicable paragraphs of Section 4 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

- A. The approved and audited overhead rate in effect for this Task Order is **71.87%**.
- B. The services identified under this Task Order will be paid by method of *Lump Sum (LS)*. Total compensation for this Task Order is estimated to be:

	<u>Labor</u>	<u>Expense*</u>	<u>Total</u>
Programming & Preliminary Design	\$5,100	\$1,400	\$6,500
Final Design thru Closeout	\$14,300	\$2,700	\$17,000
		Total	\$23,500

SECTION 5 – GENERAL PROVISIONS: All paragraphs in Section 5 of the Master Agreement for Engineering Services are incorporated by reference.

SECTION 6 - CONSULTANTS: None.

SECTION 7 – OTHER MODIFICATIONS TO MASTER AGREEMENT: None.

SECTION 8 – ATTACHMENTS:

A. Morrison-Maierle - Consulting Fees

SECTION 9 – APPROVAL AND ACCEPTANCE: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Master Agreement for Engineering Services. ENGINEER is authorized to begin performance upon receipt of a copy of this Task Order signed by OWNER.

The Effective Date of this Task Order is: August 27. 2024

ENGINEER	<u>OWNER</u>
Signature 8.21.24 Date	Signature Date
Shaun P. Shea, P.E. Name	Brian Ellestad, A.A.E. Name
Vice President, Morrison-Maierle, Inc. Title	Airport Director, MCAA Title
1055 Mount Avenue, Missoula, MT 59808 Address	5225 Highway 10 W. – Missoula, MT 59808 Address
sshea@m-m.net E-Mail Address	bellestad@flymissoula.com E-Mail Address
(406) 542-4846 Phone	(<u>406</u>) 728-4381 Phone

TASK ORDER-64 ZEV GRANT & EQUIPMENT ACQUISITION CONSULTING SERVICES





Summary of Professional Service Fees August 22, 2024

	<u>Labor</u>	<u>Expense</u>	<u>Total</u>
PROGRAMMING & PRELIMINARY DESIGN* FINAL DESIGN thru CLOSEOUT	\$5,100 \$14,300	\$1,400 \$2,700	\$6,500 \$17,000
_	Project	Total	\$23,500

*NOTE: Should the pre-application for a ZEV Grant be rejected by the FAA, this Task
Order will be null and void at the close of this phase

Missoula County Airport Authority Agenda Action Sheet

Meeting Date: August 27, 2024

1. TITLE: Airport Capital Improvement Plan

Review, discussion and possible approval of the Airport Capital Improvement Plan and matters related thereto. **ACTION ITEM**

- 2. AGENDA CATEGORY: (Please highlight)
 UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS
 INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes
- 4. BACKGROUND INFORMATION: Annually, MSO is required to submit an Airport Capital Improvement Plan (ACIP) to the FAA. This ACIP shows the proposed capital projects that will be funded by the FAA for the next 6-years. While the FAA is primarily concerned with projects that are funded using Airport Improvement Program (AIP) funds, staff has included local contributions (reserves/debt) to these projects in the spreadsheet as well. Staff is asking that the board formally consider and approve the ACIP prior to submission to the FAA.
- 5. **BUDGET INFORMATION**: N/A
- **6. SUPPLEMENTAL AGENDA INFORMATION:** A copy of the ACIP is included for your review
- **7. RECOMMENDED MOTION**: Move to approve the 2025 Airport Capital Improvement Plan as presented.
- 8. PREPARED BY: Brian Ellestad
- 9. **COMMITTEE REVIEW**: None

MISSOULA MONTANA AIRPORT (MSO) 6-YEAR CAPITAL IMPROVEMENT PLAN (FY 2025-2030)

FEDERAL FUNDS LOCAL FUNDS NPIAS									
ITEM DESCRIPTION	Entitlement	Discretionary	BIL (AIG)	BIL (ATP)	ALTERNATIVE	PFC	Local	TOTAL	Priority Code
		,	((/					
FAA FY 2025 (Oct 2024 - Sep 2025) = MSO FY 2025 (July 2024 - June 2025)					1		1	1	
1 Runway 12-30 Rehabilitation (Construct)	\$2,462,318	\$10,367,203			4		\$674,479	\$13,504,000	70
2 Electric Vehicle - ZEV Grant (Acquisition)			42		\$142,500		\$7,500	\$150,000	
3 New Passenger Terminal Building (Construct)			\$3,429,372				\$1,203,945	\$4,633,317	47
4 Air Traffic Control Tower Modernization (Design/Construct)				\$1,425,000			\$75,000	\$1,500,000	38
5 Entitlement Transfer (Reciprocal Agreements)	\$677,203						\$0	\$0	
TOTAL FAA FY-25	\$3,139,521	\$10,367,203	\$3,429,372	\$1,425,000	\$142,500	\$0	\$1,960,924	\$19,787,317	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521			BIL FUNDS AVAILA	BLE = \$3,429,372					
FAA FY 2026 (Oct 2025 - Sep 2026) = MSO FY 2026 (July 2025 - June 2026)									
1 Runway 8-26 Repurposing (Design/Construct)	\$1,575,000						\$175,000	\$1,750,000	66
2 New AWOS Installation (Design/Construct)	\$450,000						\$50,000	\$500,000	89
3 TW-G Reconstruction (Design)			\$360,000				\$40,000	\$400,000	47
4 TW-A-West Rehabilitation (Design)			\$135,000				\$15,000	\$150,000	66
5 New ARFF Vehicle - ZEV Grant (Acquisition)					\$1,125,000		\$125,000	\$1,250,000	95
6 New ARFF Building (Design)	\$1,008,000						\$112,000	\$1,120,000	83
7 New Passenger Terminal Building (Construct, Debt Coverage)	\$106,521		\$2,934,372				\$1,881,607	\$4,922,500	47
TOTAL FAA FY-26	\$3,139,521	\$0	\$3,429,372	\$0	\$1,125,000	\$0	\$2,398,607	\$10,092,500	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521	7-77	7-2	BIL FUNDS AVAILA	•	<i>+-,,</i>	**	<i>+-,,</i>	<i>+,,</i>	
· · ·				, -, -,-					
FAA FY 2027 (Oct 2026 - Sep 2027) = MSO FY 2027 (July 2026 - June 2027)		T			1				
1 TW-G Reconstruction (Construct)	\$1,789,521				\$2,935,479		\$525,000	\$5,250,000	47
2 TW-A West Rehabilitation (Construct)	\$1,350,000		_				\$150,000	\$1,500,000	66
TOTAL FAA FY-27	\$3,139,521	\$0	\$0	\$0	\$2,935,479	\$0	\$675,000	\$6,750,000	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521									
FAA FY 2028 (Oct 2027 - Sep 2028) = MSO FY 2028 (July 2027 - June 2028)									
1 New ARFF Building (Construct)	\$3,139,521	\$5,860,479					\$1,000,000	\$10,000,000	83
TOTAL FAA FY-28	\$3,139,521	\$5,860,479	\$0	\$0	\$0	\$0	\$1,000,000	\$10,000,000	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521		ENTI	LEMENT CARRY OVE	R TO FY-29 = \$1,23	1,521		•		
FAA FY 2029 (Oct 2028 - Sep 2029) = MSO FY 2029 (July 2028 - June 2029)									
	¢1 800 000						¢200,000	¢2,000,000	30
1 SRE Building Remodel (Construct)	\$1,800,000						\$200,000	\$2,000,000	39
2 New Chemical/Sand Storage Building (Construct) TOTAL FAA FY-29	\$1,800,000	40	40	40	40	<u> </u>	\$200,000		39
	\$3,600,000	\$0	\$0	\$0 50	\$0	\$0	\$400,000	\$4,000,000	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521		ENIIIL	EMENT CARRY OVER	FROW FY-28 = \$1,2	231,521				
FAA FY 2030 (Oct 2029 - Sep 2030) = MSO FY 2030 (July 2029 - June 2030)									
1 AC Ramp Expansion (Design/Construct)	\$3,139,521	\$6,760,479					\$1,100,000	\$11,000,000	46
TOTAL FAA FY-30	\$3,139,521	\$6,760,479	\$0	\$0	\$0	\$0	\$1,100,000	\$11,000,000	
FEDERAL ENTITLEMENT FUNDS AVAILABLE = \$3,139,521									
TOTAL FAA FY 2024-2029	\$19,297,605	\$22,988,161	\$6,858,744	\$1,425,000	\$4,202,979	\$0	\$7,534,531	\$61,629,817	
FUTURE & NON-FED PROJECTS								<u> </u>	
A SRE Acquisition (Non-Fed) FY-25/26			I				\$1,250,000	\$1,250,000	
B SRE Acquisition (Non-Fed) FY-25/26							\$1,250,000	\$1,250,000	+
C Aviation Way Reconstruction (Non-Fed) FY-26	+				+		\$1,500,000	\$1,500,000	+
D Rental Car Fuel Island, Aviation Way Reconstruction (Non-Fed) FY-26					+		\$2,000,000	\$2,000,000	+
E Terminal Parking Lot Phased Expansion (Non-Fed) FY-26					1		\$1,000,000	\$1,000,000	+
					+				+
F Terminal Parking Lot Phased Expansion (Non-Fed) FY-27							\$1,000,000	\$1,000,000	+
G USFS Aerial Fire Depot Hangar (Non-Fed) FY-25/26 (TBD)	+				+		\$2,500,000	\$2,500,000	+
H Southside Access Road (Non-Fed) FY-25 (TBD)	TC 00	40	40	40	40	40	\$500,000	\$500,000	
TOTAL FUTURE PROJECT	TS \$0	\$0	\$0	\$0	\$0	\$0	\$11,000,000	\$11,000,000	1



VERIFY SCALE AND COLOR! S SHEET MAY BE REDUCED AND IS REVISIONS NO. DESCRIPTION MODIFY SCALE ACCORDINGLY!

NON-FED PROJECTS 26-A

26-C AVIATION WAY RECONSTRUCTION (CONSTRUCT)

26-D RENTAL FUEL, AVIATION WAY RECON (DESIGN/CONSTRUCT) 26-E TERMINAL PARKING LOT EXPANSION (DESIGN/CONSTRUCT)

25-G USFS AERIAL FIRE DEPOT HANGAR (DESIGN/CONSTRUCT)

25-H SOUTHSIDE ACCESS ROAD (DESIGN/CONSTRUCT)





FEDERAL PROJECTS

28-1 NEW ARFF BUILDING (CONSTRUCT)

FY-30 PROJECTS 30-1

FEDERAL PROJECTS

DRAWN BY: KDK

30-1 AC RAMP EXPANSION (DESIGN/CONSTRUCT)

MISSOULA MONTANA AIRPORT MISSOULA DATE: -8/2024 Q.C. REVIEW PROPOSED PROJECT LAYOUT

DRAWING NUMBER A-0

139

AUGUST, 2024

PROJECT NUMBER



Audit Entrance

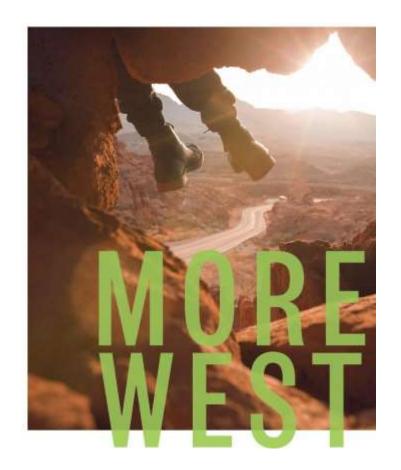
Better Together: Moss Adams & Missoula County Airport Authority

Board of Commissioners of the Missoula County Airport Authority (MCAA)

Dear Commissioners:

Thank you for your engagement of Moss Adams LLP, the provider of choice for state and local governments. We're pleased to present our audit plan for Missoula County Airport Authority for the year ending June 30, 2024. We'd also like to discuss current-year developments and auditing standard changes that will affect our audit.

We welcome any questions or input you may have regarding our audit plan, and we look forward to working with you.





Your Dedicated Team



Ashley Osten *Engagement Reviewer and Partner*



Matthew Parsons Concurring Reviewer and Partner



Taylor Hillmick Engagement Manager



Required Communications to Those Charged with Governance

INCE		Auditor's responsibility under U.S. generally accepted auditing standards
ENTRANCE		Planned scope and timing of audit
EXIT	0	Significant audit findings
	0	Qualitative aspects of accounting practices
	0	Difficulties encountered in performing the audit
	0	Corrected and uncorrected misstatements
	0	Management representations
	0	Management consultations with other independent accountants
	0	Other audit findings or issues



⁴ Missoula County Airport Authority

Our Responsibilities

Assess if the financial statements prepared by management with your oversight are fairly presented, in all material respects, and in accordance with U.S. GAAP. However, our audit doesn't relieve you or management of your responsibilities.

Perform an audit in accordance with:

- · Generally accepted auditing standards issued by the AICPA
- Government Auditing Standards issued by the Comptroller General of the United States

Design the audit to provide assurance about whether the financial statements are free of material misstatement.

Consider internal controls over financial reporting and compliance as a basis for designing effective audit procedures.

Communicate findings that are relevant to your responsibilities in overseeing the specific matters of financial reporting process and administering federal awards.

When applicable, communicate particular matters required by law or regulation, by agreement with you, or by other requirements applicable to the engagement.





Audit Process



Internal Controls

- Includes walkthroughs and testing of key controls over significant accounting cycles
- Includes information technology



Analytical Procedures

- Revenue and expenses
- Trends, comparisons, and expectations



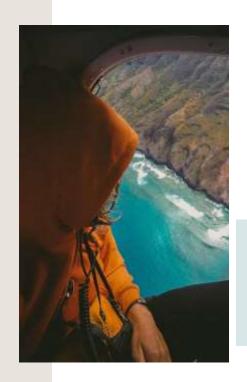
Substantive Procedures

- Confirm account balances
- Vouch to supporting documentation
- Representations from attorneys and management
- Examine objective evidence



What's Materiality?

It's the amount of a misstatement that could influence the economic decisions of users, taken on the basis of the financial statements.



It's calculated using certain **quantitative** (total assets, total net position, total revenues, total expenditures) and **qualitative** factors (covenants, expectations, or industry factors).

It identifies:

SIGNIFICANT RISK AREAS NATURE, TIMING, EXTENT, AND SCOPE OF TEST WORK

FINDINGS OR MISSTATEMENTS

7 Missoula County Airport Authority



Significant Audit Areas











EXISTENCE OF CASH AND INVESTMENTS ALONG WITH RELATED FINANCIAL STATEMENT DISCLOSURES REVENUE RECOGNITION AND VALUATION OF RECEIVABLES EXISTENCE AND VALUATION OF CAPITAL ASSETS

COMPLETENESS
OF LONG-TERM
DEBT AND
RELATED
FINANCIAL
STATEMENT
DISCLOSURES

COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS



Consideration of Fraud



AUDITORS MUST CONSIDER FRAUD TO "IMPROVE THE LIKELIHOOD THAT AUDITORS WILL DETECT MATERIAL MISSTATEMENTS DUE TO FRAUD IN A FINANCIAL STATEMENT AUDIT."

To identify fraud-related risks of material misstatement, we:

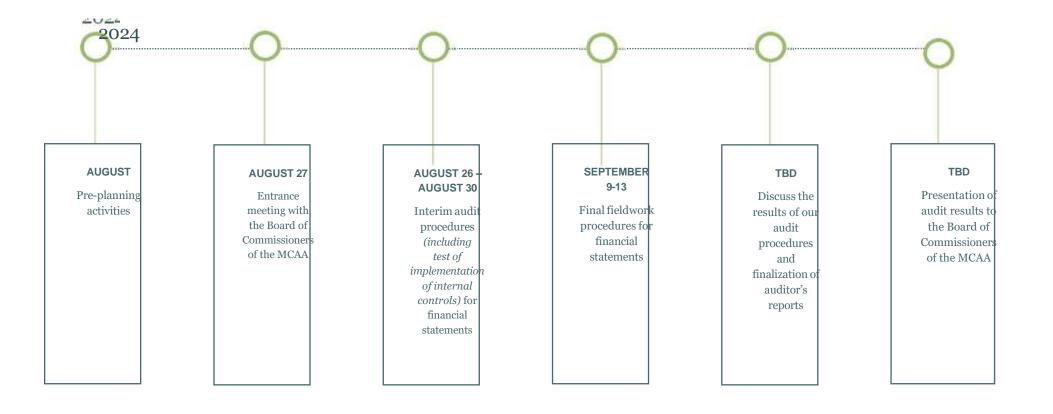
- · Brainstorm with team
- · Conduct personnel interviews
- Document understanding of internal control
- Consider unusual or unexpected relationships identified in planning and performing the audit

Procedures we perform:

- Examine general journal entries for nonstandard transactions
- Evaluate policies and accounting for revenue recognition
- Test and analyze significant accounting estimates for biases
- Evaluate rationale for significant unusual transactions



Audit Timing





Recent Accounting Developments





Upcoming Standards

GASB 101, Compensated Absences – effective for MCAA's 2025 year-end

This statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means.

GASB 102, Certain Risk Disclosures – effective for MCAA's 2025 year-end

This statement requires a government to assess whether a
concentration or constraint makes the primary government
reporting unit or other reporting units that report a liability for
revenue debt vulnerable to the risk of a substantial impact.
Additionally, this statement requires a government to assess
whether an event or events associated with a concentration or
constraint that could cause the substantial impact have occurred,
have begun to occur, or are more likely than not to begin to occur
within 12 months of the date the financial statements are issued.

GASB 103, Financial Reporting Model Improvements – effective for MCAA's 2026 year-end

This statement clarifies the reporting requirements related to the MD&A, unusual and infrequent items, presentation of the proprietary fund statement of revenues, expenses and changes in net position, major component unit information, and budgetary comparison information.



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Reports & Guides

A more in-depth look at significant changes and subjects across the accounting landscape



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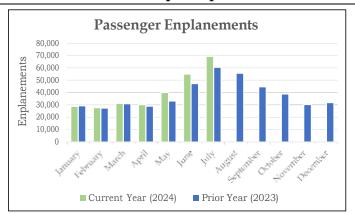
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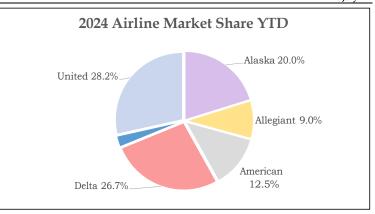
Summary

- Strong enplanement growth with added seat capacity
- · July experienced several operation disruptions from storms to airline IT outages
- Record enplanments in July (67,967)

Air Service Highlights

- · Summer seat growth exceeding +30% Y/Y
- · Frontier Airlines returning to MSO in May
- Daily DEN service, 2x service to PHX
- · Please reach out with any comments or changes to improve our report going forward!





	Ops Type	T	February	March	A	May	Torre	TI	Assessat	September	October	November	December	Total	3/A/
S	Air Carrier	<u>January</u> 586	<u>rebluary</u> 547	622	<u>April</u> 603	785	<u>June</u> 1094	<u>July</u> 1248	August	<u>September</u>	October	November	<u>December</u>	5,485	<u>Y/Y</u> 11%
<u>.</u> 5	Air Taxi	325	400	405	420	477	680	901	0	0	0	0	0	3,608	13%
Operations	GA	658	789	1369	1487	1522	1622	2483	0	0	0	0	0	9,930	1%
þ.	Military	86	14	136	57	40	40	2463 56	0	0	0	0	0	429	-21%
	Civil	798	983	1171	992	899	1176	587	0	0	0	0	0	6,606	-21% 14%
Fower		2,453			3,559	3,723			0	0	0	0	•		7%
ľ	Total 2024 2023	2,453	2,733 2,594	3,703 3,106	2,974	3,723	4,612 3,834	5,275 5,308	4,790	4,019	3,869	3,024	2,672	26,058 42,681	7%
	2023	2,017	2,394	3,100	2,974	3,674	3,634	5,306	4,790	4,019	3,809	3,024	2,072	42,001	
	Airlines	January	February	March	April	May	June	July	August	September	October	November	December	Total	VV
	Alaska	5,557	5,833	6,737	6,976	9,140	10,108	12,016	August	<u>September</u>	0000000	0	0	56,367	<u>Y/Y</u> 34%
	Allegiant	2,677	2,621	3,169	2,388	3,752	4,974	5,772	0	0	0	0	0	25,353	-16%
un.	American	2,844	2,043	2,125	2,014	3,629	9,403	13,277	0	0	0	0	0	35,335	8%
ngers	Delta	9,058	8,780	10,230	10,068	10,649	12,819	13,693	0	0	0	0	0	75,297	2%
E S	Frontier	9,036	0,700	10,230	10,008	1,999	2,518	2,954	0	0	0	0	0	7,471	277%
SSI		0	0	0	0	1,999	188	1,292	0	0	0	0	0	1,480	-98%
2	Sun Country United	7 446	8,432	8,922	8,767	10,852		20,255	0	0	0	0	0	79,607	-98% 2%
ped	Charters	7,446 1,179	6,432 0	6,922 99	0,707	10,852	14,933 0	20,255	0	0	0	0	0	1,278	
la l			-		-	-		•	0	0	0	0	0		1011%
Enplane	Total 2024 2023	28,761 29,251	27,709 27,468	31,282 30,928	30,213 29,035	40,021 33,114	54,943 47,254	69,259 60,553	55,720	44,774	38,808	30,335	31,921	282,188 459,161	10%
m	2023	29,251	21,400	30,928	29,035	33,114	47,254	60,555	55,720	44,774	30,000	30,333	31,921	459,101	
	2024	89.8%	87.0%	84.4%	80.7%	75.1%	71.7%	82.6%						80.1%	
	2023	81.9%	80.1%	84.9%	87.8%	86.4%	80.4%	87.6%	84.3%	89.4%	91.2%	90.4%	89.8%	86.1%	
	Airlines	<u>January</u>	<u>February</u>	March	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	August	September	October	November	December	Total	<u>Y/Y</u>
so.	Alaska	5,502	6,045	7,096	7,186	9,519	10,653	11,821	0	0	0	0	0	57,822	37%
že	Allegiant	2,328	2,454	3,115	2,586	4,027	5,698	5,416	0	0	0	0	0	25,624	-16%
engers	American	2,329	1,861	1,960	1,901	3,712	10,649	12,970	0	0	0	0	0	35,382	9%
1SS	Delta	8,628	8,429	10,197	9,722	10,974	13,327	13,109	0	0	0	0	0	74,386	3%
2	Frontier	0	0	0	0	2,330	2,780	2,856	0	0	0	0	0	7,966	272%
Deplaned	Sun Country	0	0	0	0	0	321	1,345	0	0	0	0	0	1,666	-98%
la l	United	7,088	8,215	9,084	9,051	12,163	16,064	19,882	0	0	0	0	0	81,547	0%
eb	Charters	1,179	0	99	0	0	0	65	0	0	0	0	0 0	1,343	1099%
Ω	Total 2024	27,054	27,004	31,551	30,446	42,725	59,492	67,464	0	0	0	0	0	285,736	10%
	2023	27,338	27,778	30,782	28,712	34,608	50,955	60,176	53,114	42,099	37,485	29,800	31,190	454,037	
	2024	55,815	54,713	62,833	60,659	82,746	114,435	136,723	0	0	0	0	0	567,924	10%
	2023	56,589	55,246	61,710	57,747	67,722	98,209	120,729	108,834	86,873	76,293	60,135	63,111	913,198	
	T12M		857,207										Lege	end:	

LF - Load Factor T12M - Previous 12 Months

Y/Y - Year Over Year Pax - Passengers

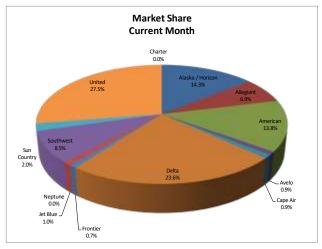
State of Montana Airline Enplanements

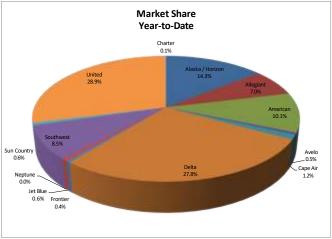
July 2024

	Alaska /														Tower
	Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Operations
Billings	8,244	7,347	5,929		1,752	14,205					887	13,109		51,473	10,531
Bozeman	18,741	6,626	19,507	981		32,921		3,887		33,532	2,983	42,249	69	161,496	12,106
Butte						1,548								1,548	
Glasgow					310									310	
Glendive					218									218	
Great Falls	3,691	1,270				6,868						6,988		18,817	
Havre					276									276	
Helena	3,488					3,469						2,709		9,666	5,102
Kalispell	10,028	6,031	15,666	2,575		18,112					2,779	22,673		77,864	4,330
Missoula	12,016	5,772	13,277			13,693	2,954				1,292	20,255		69,259	5,275
Sidney					685									685	
Wolf Point					308									308	
Yellowstone						2,045						294		2,339	
Total	56,208	27,046	54,379	3,556	3,549	92,861	2,954	3,887	-	33,532	7,941	108,277	69	394,259	37,344
Market Share %	14.3%	6.9%	13.8%	0.9%	0.9%	23.6%	0.7%	1.0%	0.0%	8.5%	2.0%	27.5%	0.0%		

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ı	A1 1 /														-
	Alaska /														Tower
	Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Operations
Billings	36,787	32,938	30,365	-	10,086	76,319	-	-	-	-	1,498	78,544	-	266,537	58,485
Bozeman *	88,318	32,198	85,644	2,771	-	179,775	-	11,204	-	151,749	4,701	212,029	330	768,719	69,817
Butte	-	-	-	-	-	8,946	-	-	-	-	-	-	-	8,946	-
Glasgow	-	-	-	-	1,642	-	-	-	-	-	-	-	-	1,642	-
Glendive	-	-	-	-	1,232	-	-	-	-	-	-	-	-	1,232	-
Great Falls	16,822	13,704	-	-	-	43,323	-	-	-	-	-	33,656	-	107,505	11,336
Havre	-	-	-	-	1,740	-	-	-	-	-	-	-	-	1,740	-
Helena	15,681	-	-	-	-	23,537	-	-	-	-	-	18,729	-	57,947	24,850
Kalispell	40,282	19,866	29,404	6,778	-	83,607	-	-	-	-	3,844	91,889	-	275,670	23,499
Missoula	56,367	25,353	35,335	-	-	75,297	7,802	-	-	-	1,480	79,607	1,278	282,519	26,158
Sidney	-	-	-	-	4,212	-	-	-	-	-	-	-	-	4,212	-
Wolf Point	-	-	-	-	1,843	-	-	-	-	-	-	-	-	1,843	-
Yellowstone	-	-	-	-	-	4,516	-	-	-	-	-	553	-	5,069	-
Total	254,257	124,059	180,748	9,549	20,755	495,320	7,802	11,204	-	151,749	11,523	515,007	1,608	1,783,581	214,145
Market Share %	14.3%	7.0%	10.1%	0.5%	1.2%	27.8%	0.4%	0.6%	0.0%	8.5%	0.6%	28.9%	0.1%		





					STA	TE TOTAL						
		2023 Pass	engers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	203,399	194,565	397,964	397,964	204,314	197,734	402,048	402,048	0.4%	1.6%	1.0%	1.0%
FEB	194,183	200,352	394,535	792,499	207,007	207,880	414,887	816,935	6.6%	3.8%	5.2%	3.1%
MAR	228,758	222,850	451,608	1,244,107	238,312	236,727	475,039	1,291,974	4.2%	6.2%	5.2%	3.8%
APR	180,103	178,744	358,847	1,602,954	188,191	187,090	375,281	1,667,255	4.5%	4.7%	4.6%	4.0%
MAY	202,071	213,418	415,489	2,018,443	227,333	245,200	472,533	2,139,788	12.5%	14.9%	13.7%	6.0%
JUN	277,543	297,282	574,825	2,593,268	324,165	348,726	672,891	2,812,679	16.8%	17.3%	17.1%	8.5%
JUL	346,671	346,339	693,010	3,286,278	394,259	391,877	786,136	3,598,815	13.7%	13.1%	13.4%	9.5%
AUG	338,235	324,297	662,532	3,948,810	-	-	-	3,598,815	-100.0%	-100.0%	-100.0%	-8.9%
SEP	279,186	264,719	543,905	4,492,715	-	-	-	3,598,815	-100.0%	-100.0%	-100.0%	-19.9%
OCT	232,823	217,160	449,983	4,942,698	-	-	-	3,598,815	-100.0%	-100.0%	-100.0%	-27.2%
NOV	185,523	183,629	369,152	5,311,850	-	-	-	3,598,815	-100.0%	-100.0%	-100.0%	-32.2%
DEC	208,189	219,095	427,284	5,739,134	-	-	-	3,598,815	-100.0%	-100.0%	-100.0%	-37.3%
	2,876,684	2,862,450			1,783,581	1,815,234						

					ВІ	LLINGS						
		2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	30,579	29,130	59,709	59,709	31,699	30,440	62,139	62,139	3.7%	4.5%	4.1%	4.1%
FEB	25,699	30,369	56,068	115,777	31,361	31,261	62,622	124,761	22.0%	2.9%	11.7%	7.8%
MAR	34,812	35,542	70,354	186,131	34,553	35,797	70,350	195,111	-0.7%	0.7%	0.0%	4.8%
APR	32,066	33,072	65,138	251,269	33,499	35,010	68,509	263,620	4.5%	5.9%	5.2%	4.9%
MAY	34,285	35,627	69,912	321,181	39,439	40,040	79,479	343,099	15.0%	12.4%	13.7%	6.8%
JUN	35,859	37,207	73,066	394,247	44,513	46,500	91,013	434,112	24.1%	25.0%	24.6%	10.1%
JUL	41,749	41,631	83,380	477,627	51,473	50,200	101,673	535,785	23.3%	20.6%	21.9%	12.2%
AUG	40,237	39,716	79,953	557,580	-		-	535,785	-100.0%	-100.0%	-100.0%	-3.9%
SEP	34,937	33,833	68,770	626,350	-		-	535,785	-100.0%	-100.0%	-100.0%	-14.5%
OCT	37,704	37,208	74,912	701,262	-		-	535,785	-100.0%	-100.0%	-100.0%	-23.6%
NOV	34,677	34,141	68,818	770,080	-		-	535,785	-100.0%	-100.0%	-100.0%	-30.4%
DEC	35,110	35,694	70,804	840,884	-		-	535,785	-100.0%	-100.0%	-100.0%	-36.3%
	417,714	423,170			266,537	269,248		_				

					ВС	ZEMAN						
		2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	91,699	90,610	182,309	182,309	92,478	91,761	184,239	184,239	0.8%	1.3%	1.1%	1.1%
FEB	93,190	94,850	188,040	370,349	95,331	96,984	192,315	376,554	2.3%	2.2%	2.3%	1.7%
MAR	108,022	104,062	212,084	582,433	114,816	111,908	226,724	603,278	6.3%	7.5%	6.9%	3.6%
APR	74,215	70,743	144,958	727,391	75,996	72,438	148,434	751,712	2.4%	2.4%	2.4%	3.3%
MAY	83,166	90,085	173,251	900,642	90,588	99,513	190,101	941,813	8.9%	10.5%	9.7%	4.6%
JUN	119,193	129,299	248,492	1,149,134	138,014	147,708	285,722	1,227,535	15.8%	14.2%	15.0%	6.8%
JUL	142,930	143,233	286,163	1,435,297	161,496	161,236	322,732	1,550,267	13.0%	12.6%	12.8%	8.0%
AUG	142,631	138,813	281,444	1,716,741	-		-	1,550,267	-100.0%	-100.0%	-100.0%	-9.7%
SEP	120,127	114,462	234,589	1,951,330	-		-	1,550,267	-100.0%	-100.0%	-100.0%	-20.6%
OCT	96,367	88,793	185,160	2,136,490	-		-	1,550,267	-100.0%	-100.0%	-100.0%	-27.4%
NOV	71,048	71,157	142,205	2,278,695	-		-	1,550,267	-100.0%	-100.0%	-100.0%	-32.0%
DEC	88,978	96,303	185,281	2,463,976	-		-	1,550,267	-100.0%	-100.0%	-100.0%	-37.1%
	1,231,566	1,232,410			768,719	781,548		•	·			

					[BUTTE						
		2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	1,104	1,167	2,271	2,271	1,202	1,079	2,281	2,281	8.9%	-7.5%	0.4%	0.4%
FEB	882	939	1,821	4,092	1,078	1,101	2,179	4,460	22.2%	17.3%	19.7%	9.0%
MAR	1,420	1,439	2,859	6,951	1,396	1,350	2,746	7,206	-1.7%	-6.2%	-4.0%	3.7%
APR	1,095	1,250	2,345	9,296	1,033	1,087	2,120	9,326	-5.7%	-13.0%	-9.6%	0.3%
MAY	1,239	1,424	2,663	11,959	1,379	1,638	3,017	12,343	11.3%	15.0%	13.3%	3.2%
JUN	1,344	1,638	2,982	14,941	1,310	1,370	2,680	15,023	-2.5%	-16.4%	-10.1%	0.5%
JUL	1,684	1,606	3,290	18,231	1,548	1,488	3,036	18,059	-8.1%	-7.3%	-7.7%	-0.9%
AUG	1,365	1,328	2,693	20,924	-		-	18,059	-100.0%	-100.0%	-100.0%	-13.7%
SEP	1,257	1,285	2,542	23,466	-		-	18,059	-100.0%	-100.0%	-100.0%	-23.0%
OCT	1,448	1,421	2,869	26,335	-		-	18,059	-100.0%	-100.0%	-100.0%	-31.4%
NOV	1,632	1,570	3,202	29,537	-		-	18,059	-100.0%	-100.0%	-100.0%	-38.9%
DEC	1,525	1,439	2,964	32,501	-		-	18,059	-100.0%	-100.0%	-100.0%	-44.4%
	15,995	16,506			8,946	9,113		•		•	•	

					GL	ASGOW						
		2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	192	173	365	365	162	152	314	314	-15.6%	-12.1%	-14.0%	-14.0%
FEB	175	150	325	690	203	200	403	717	16.0%	33.3%	24.0%	3.9%
MAR	167	141	308	998	249	241	490	1,207	49.1%	70.9%	59.1%	20.9%
APR	232	236	468	1,466	218	206	424	1,631	-6.0%	-12.7%	-9.4%	11.3%
MAY	246	229	475	1,941	237	246	483	2,114	-3.7%	7.4%	1.7%	8.9%
JUN	281	274	555	2,496	263	226	489	2,603	-6.4%	-17.5%	-11.9%	4.3%
JUL	310	288	598	3,094	310	288	598	3,201	0.0%	0.0%	0.0%	3.5%
AUG	309	305	614	3,708	-		-	3,201	-100.0%	-100.0%	-100.0%	-13.7%
SEP	240	226	466	4,174	-		-	3,201	-100.0%	-100.0%	-100.0%	-23.3%
OCT	239	225	464	4,638	-		-	3,201	-100.0%	-100.0%	-100.0%	-31.0%
NOV	248	236	484	5,122	-		-	3,201	-100.0%	-100.0%	-100.0%	-37.5%
DEC	245	247	492	5,614	-		-	3,201	-100.0%	-100.0%	-100.0%	-43.0%
	2,884	2,730			1,642	1,559		-				

					GL	.ENDIVE						
	I	2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	1
								YEAR-TO-				YEAR-TO-
_	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	139	163	302	302	148	169	317	317	6.5%	3.7%	5.0%	5.0%
FEB	146	122	268	570	162	149	311	628	11.0%	22.1%	16.0%	10.2%
MAR	148	172	320	890	176	168	344	972	18.9%	-2.3%	7.5%	9.2%
APR	164	145	309	1,199	178	198	376	1,348	8.5%	36.6%	21.7%	12.4%
MAY	186	159	345	1,544	177	169	346	1,694	-4.8%	6.3%	0.3%	9.7%
JUN	199	182	381	1,925	173	155	328	2,022	-13.1%	-14.8%	-13.9%	5.0%
JUL	190	204	394	2,319	218	199	417	2,439	14.7%	-2.5%	5.8%	5.2%
AUG	239	227	466	2,785	-		-	2,439	-100.0%	-100.0%	-100.0%	-12.4%
SEP	151	143	294	3,079	-		-	2,439	-100.0%	-100.0%	-100.0%	-20.8%
OCT	205	155	360	3,439	-		-	2,439	-100.0%	-100.0%	-100.0%	-29.1%
NOV	223	200	423	3,862	-		-	2,439	-100.0%	-100.0%	-100.0%	-36.8%
DEC	203	173	376	4,238	-		-	2,439	-100.0%	-100.0%	-100.0%	-42.4%
	2,193	2,045			1,232	1,207						

					GRE	AT FALLS						
		2023 Pass	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	12,209	11,627	23,836	23,836	13,304	12,947	26,251	26,251	9.0%	11.4%	10.1%	10.1%
FEB	11,409	11,365	22,774	46,610	13,298	13,129	26,427	52,678	16.6%	15.5%	16.0%	13.0%
MAR	14,180	14,050	28,230	74,840	14,940	14,949	29,889	82,567	5.4%	6.4%	5.9%	10.3%
APR	13,466	14,070	27,536	102,376	14,068	14,675	28,743	111,310	4.5%	4.3%	4.4%	8.7%
MAY	14,098	14,743	28,841	131,217	15,329	15,910	31,239	142,549	8.7%	7.9%	8.3%	8.6%
JUN	15,765	16,663	32,428	163,645	17,749	18,444	36,193	178,742	12.6%	10.7%	11.6%	9.2%
JUL	18,965	19,240	38,205	201,850	18,817	18,924	37,741	216,483	-0.8%	-1.6%	-1.2%	7.2%
AUG	18,407	17,785	36,192	238,042	-		-	216,483	-100.0%	-100.0%	-100.0%	-9.1%
SEP	16,214	15,819	32,033	270,075	-		-	216,483	-100.0%	-100.0%	-100.0%	-19.8%
OCT	16,970	14,334	31,304	301,379	-		-	216,483	-100.0%	-100.0%	-100.0%	-28.2%
NOV	14,311	14,167	28,478	329,857	-		-	216,483	-100.0%	-100.0%	-100.0%	-34.4%
DEC	15,141	16,162	31,303	361,160	-		-	216,483	-100.0%	-100.0%	-100.0%	-40.1%
	181,135	180,025			107,505	108,978						

					ŀ	HAVRE						
		2023 Pas	sengers			2024 Pass	engers			% 202	3 VS 2024	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	183	181	364	364	212	204	416	416	15.8%	12.7%	14.3%	14.3%
FEB	225	226	451	815	207	228	435	851	-8.0%	0.9%	-3.5%	4.4%
MAR	257	224	481	1,296	248	262	510	1,361	-3.5%	17.0%	6.0%	5.0%
APR	249	238	487	1,783	269	232	501	1,862	8.0%	-2.5%	2.9%	4.4%
MAY	261	225	486	2,269	260	244	504	2,366	-0.4%	8.4%	3.7%	4.3%
JUN	256	230	486	2,755	268	247	515	2,881	4.7%	7.4%	6.0%	4.6%
JUL	270	256	526	3,281	276	284	560	3,441	2.2%	10.9%	6.5%	4.9%
AUG	282	274	556	3,837	-		-	3,441	-100.0%	-100.0%	-100.0%	-10.3%
SEP	217	211	428	4,265	-		-	3,441	-100.0%	-100.0%	-100.0%	-19.3%
OCT	265	248	513	4,778	-		-	3,441	-100.0%	-100.0%	-100.0%	-28.0%
NOV	254	258	512	5,290	-		-	3,441	-100.0%	-100.0%	-100.0%	-35.0%
DEC	245	249	494	5,784	-		-	3,441	-100.0%	-100.0%	-100.0%	-40.5%
	2,964	2,820			1,740	1,701						

					Н	ELENA						
		2023 Pass	engers				% 2023 VS 2024					
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	6,485	6,139	12,624	12,624	7,511	7,224	14,735	14,735	15.8%	17.7%	16.7%	16.7%
FEB	5,911	5,901	11,812	24,436	7,246	7,173	14,419	29,154	22.6%	21.6%	22.1%	19.3%
MAR	6,904	6,882	13,786	38,222	7,889	7,836	15,725	44,879	14.3%	13.9%	14.1%	17.4%
APR	6,436	6,541	12,977	51,199	7,656	7,729	15,385	60,264	19.0%	18.2%	18.6%	17.7%
MAY	6,678	7,321	13,999	65,198	8,693	9,295	17,988	78,252	30.2%	27.0%	28.5%	20.0%
JUN	7,861	8,255	16,116	81,314	9,286	9,390	18,676	96,928	18.1%	13.7%	15.9%	19.2%
JUL	8,305	8,154	16,459	97,773	9,666	9,364	19,030	115,958	16.4%	14.8%	15.6%	18.6%
AUG	8,566	8,379	16,945	114,718	-		-	115,958	-100.0%	-100.0%	-100.0%	1.1%
SEP	8,151	7,725	15,876	130,594	1		-	115,958	-100.0%	-100.0%	-100.0%	-11.2%
OCT	8,224	8,036	16,260	146,854	-		-	115,958	-100.0%	-100.0%	-100.0%	-21.0%
NOV	7,750	7,591	15,341	162,195	-		-	115,958	-100.0%	-100.0%	-100.0%	-28.5%
DEC	8,152	8,066	16,218	178,413	1		-	115,958	-100.0%	-100.0%	-100.0%	-35.0%
	89,423	88,990			57,947	58,011						

					KΑ	LISPELL						
		2023 Pass	sengers				% 2023 VS 2024					
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	30,846	27,315	58,161	58,161	28,157	25,967	54,124	54,124	-8.7%	-4.9%	-6.9%	-6.9%
FEB	28,310	27,967	56,277	114,438	29,524	29,820	59,344	113,468	4.3%	6.6%	5.4%	-0.8%
MAR	30,880	28,580	59,460	173,898	31,868	31,978	63,846	177,314	3.2%	11.9%	7.4%	2.0%
APR	22,261	22,812	45,073	218,971	24,196	24,230	48,426	225,740	8.7%	6.2%	7.4%	3.1%
MAY	27,256	27,397	54,653	273,624	29,182	33,541	62,723	288,463	7.1%	22.4%	14.8%	5.4%
JUN	46,846	49,791	96,637	370,261	54,879	62,161	117,040	405,503	17.1%	24.8%	21.1%	9.5%
JUL	68,504	68,229	136,733	506,994	77,864	79,166	157,030	562,533	13.7%	16.0%	14.8%	11.0%
AUG	67,432	61,505	128,937	635,931	-		-	562,533	-100.0%	-100.0%	-100.0%	-11.5%
SEP	50,545	46,385	96,930	732,861	-		-	562,533	-100.0%	-100.0%	-100.0%	-23.2%
OCT	31,113	27,949	59,062	791,923	-		-	562,533	-100.0%	-100.0%	-100.0%	-29.0%
NOV	24,075	23,617	47,692	839,615	-		-	562,533	-100.0%	-100.0%	-100.0%	-33.0%
DEC	25,633	28,624	54,257	893,872	-		-	562,533	-100.0%	-100.0%	-100.0%	-37.1%
	453,701	440,171			275,670	286,863				·		

					MI	SSOULA						
		2023 Pass	sengers			% 2023 VS 2024						
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	29,251	27,338	56,589	56,589	28,761	27,054	55,815	55,815	-1.7%	-1.0%	-1.4%	-1.4%
FEB	27,468	27,778	55,246	111,835	27,709	27,004	54,713	110,528	0.9%	-2.8%	-1.0%	-1.2%
MAR	30,928	30,782	61,710	173,545	31,282	31,551	62,833	173,361	1.1%	2.5%	1.8%	-0.1%
APR	29,035	28,712	57,747	231,292	30,213	30,446	60,659	234,020	4.1%	6.0%	5.0%	1.2%
MAY	33,114	34,608	67,722	299,014	40,352	42,740	83,092	317,112	21.9%	23.5%	22.7%	6.1%
JUN	47,254	50,955	98,209	397,223	54,943	59,492	114,435	431,547	16.3%	16.8%	16.5%	8.6%
JUL	60,553	60,176	120,729	517,952	69,259	67,464	136,723	568,270	14.4%	12.1%	13.2%	9.7%
AUG	55,720	53,114	108,834	626,786	-		-	568,270	-100.0%	-100.0%	-100.0%	-9.3%
SEP	44,774	42,099	86,873	713,659	-		-	568,270	-100.0%	-100.0%	-100.0%	-20.4%
OCT	38,808	37,485	76,293	789,952	-		-	568,270	-100.0%	-100.0%	-100.0%	-28.1%
NOV	30,335	29,800	60,135	850,087	-		-	568,270	-100.0%	-100.0%	-100.0%	-33.2%
DEC	31,921	31,190	63,111	913,198	-		-	568,270	-100.0%	-100.0%	-100.0%	-37.8%
	459,161	454,037			282,519	285,751						

					S	SIDNEY								
		2023 Pass	sengers			2024 Passengers					% 2023 VS 2024			
								YEAR-TO-				YEAR-TO-		
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE		
JAN	525	510	1,035	1,035	480	543	1,023	1,023	-8.6%	6.5%	-1.2%	-1.2%		
FEB	568	517	1,085	2,120	636	589	1,225	2,248	12.0%	13.9%	12.9%	6.0%		
MAR	752	700	1,452	3,572	637	635	1,272	3,520	-15.3%	-9.3%	-12.4%	-1.5%		
APR	610	658	1,268	4,840	580	590	1,170	4,690	-4.9%	-10.3%	-7.7%	-3.1%		
MAY	696	635	1,331	6,171	578	533	1,111	5,801	-17.0%	-16.1%	-16.5%	-6.0%		
JUN	734	680	1,414	7,585	616	638	1,254	7,055	-16.1%	-6.2%	-11.3%	-7.0%		
JUL	722	744	1,466	9,051	685	698	1,383	8,438	-5.1%	-6.2%	-5.7%	-6.8%		
AUG	711	680	1,391	10,442	-		-	8,438	-100.0%	-100.0%	-100.0%	-19.2%		
SEP	653	631	1,284	11,726	-		-	8,438	-100.0%	-100.0%	-100.0%	-28.0%		
OCT	667	666	1,333	13,059	-		-	8,438	-100.0%	-100.0%	-100.0%	-35.4%		
NOV	662	617	1,279	14,338	-		-	8,438	-100.0%	-100.0%	-100.0%	-41.1%		
DEC	747	652	1,399	15,737	1		-	8,438	-100.0%	-100.0%	-100.0%	-46.4%		
	8,047	7,690			4,212	4,226								

					WO	LF POINT						
		2023 Pass	sengers			% 2023 VS 2024						
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	187	212	399	399	200	194	394	394	7.0%	-8.5%	-1.3%	-1.3%
FEB	200	168	368	767	252	242	494	888	26.0%	44.0%	34.2%	15.8%
MAR	288	276	564	1,331	258	252	510	1,398	-10.4%	-8.7%	-9.6%	5.0%
APR	274	267	541	1,872	285	249	534	1,932	4.0%	-6.7%	-1.3%	3.2%
MAY	287	269	556	2,428	287	263	550	2,482	0.0%	-2.2%	-1.1%	2.2%
JUN	192	194	386	2,814	253	241	494	2,976	31.8%	24.2%	28.0%	5.8%
JUL	305	287	592	3,406	308	283	591	3,567	1.0%	-1.4%	-0.2%	4.7%
AUG	316	330	646	4,052	-		-	3,567	-100.0%	-100.0%	-100.0%	-12.0%
SEP	245	245	490	4,542	-		-	3,567	-100.0%	-100.0%	-100.0%	-21.5%
OCT	275	251	526	5,068	-		-	3,567	-100.0%	-100.0%	-100.0%	-29.6%
NOV	308	275	583	5,651	-		-	3,567	-100.0%	-100.0%	-100.0%	-36.9%
DEC	289	296	585	6,236	-		-	3,567	-100.0%	-100.0%	-100.0%	-42.8%
	3,166	3,070			1,843	1,724		•	•	·		

					* YELI	LOWSTONE						
		2023 Pass	sengers				% 2023 VS 2024					
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO- DATE	ON	OFF	TOTAL	YEAR-TO- DATE
JAN												
FEB												
MAR												
APR												
MAY	559	696	1,255	1,255	832	1,068	1,900	1,900	48.8%	53.4%	51.4%	51.4%
JUN	1,759	1,914	3,673	4,928	1,898	2,154	4,052	5,952	7.9%	12.5%	10.3%	20.8%
JUL	2,184	2,291	4,475	9,403	2,339	2,283	4,622	10,574	7.1%	-0.3%	3.3%	12.5%
AUG	2,020	1,841	3,861	13,264	-		-	10,574	-100.0%	-100.0%	-100.0%	-20.3%
SEP	1,675	1,655	3,330	16,594	-		-	10,574	-100.0%	-100.0%	-100.0%	-36.3%
OCT	538	389	927	17,521	-		-	10,574	-100.0%	-100.0%	-100.0%	-39.6%
NOV												
DEC												
	8,735	8,786			5,069	5,505						

^{*} The Yellowstone Airport is a seasonal airport. May - October 2024